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12  
13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **IN AND FOR THE COUNTY OF LOS ANGELES**

15 MARLIN MEJIA, BASILIA KONDE, and  
16 GULALAY OMARZAY, individuals, on  
17 behalf of themselves and on behalf of all  
18 persons similarly situated,

19 Plaintiffs,

20 vs.

21 CHICO'S FAS, INC., a Corporation; and  
22 DOES 1 through 50, inclusive,

23 Defendants

CASE No. **23TRCV03862**

**DECLARATION OF NORMAN  
BLUMENTHAL IN SUPPORT OF MOTION  
FOR FINAL APPROVAL OF CLASS  
SETTLEMENT, ATTORNEYS' FEES,  
COSTS AND SERVICE AWARDS**

Hearing Date: February 5, 2026

Hearing Time: 8:30 a.m.

*[Hearing scheduled by Order dated September  
16, 2025]*

Judge: Hon. Patricia A. Young

Dept: B

Date Filed: November 22, 2023

Trial Date: Not set

1 I, NORMAN B. BLUMENTHAL, declare as follows:

2 1. I am the managing partner of the law firm of Blumenthal Nordrehaug Bhowmik De  
3 Blouw LLP, counsel of record for Plaintiffs Marlin Mejia, Basilia Konde, and Gulalay Omarzay  
4 (“Plaintiffs”) in this matter. As such, I am fully familiar with the facts, pleadings and history of this  
5 matter. The following facts are within my own personal knowledge, and if called as a witness, I could  
6 testify competently to the matters stated herein. This declaration is being submitted in support to the  
7 Plaintiffs’ motion for final approval of the class settlement, including attorneys’ fees, costs and service  
8 awards.

9 2. Over the course of the litigation, a number of attorneys in my firm have worked on this  
10 matter. Their credentials are reflected in the Blumenthal Nordrehaug Bhowmik De Blouw LLP firm  
11 resume, a true and correct copy of which is attached hereto as Exhibit #1. Some of the major cases our  
12 firm has undertaken are also set forth in Exhibit #1. The bulk of the attorneys involved in this matter at  
13 Blumenthal Nordrehaug Bhowmik De Blouw LLP have had substantial class litigation experience in the  
14 areas of employment class actions, unfair business practices and other complex litigation. The attorneys  
15 at my firm have extensive experience in cases involving labor code violations and overtime claims. Class  
16 Counsel has litigated similar overtime cases against other employers on behalf of employees, including  
17 cases against Sharp Healthcare, Walmart, Legoland, Cigna, HealthNet, See’s Candies, Securitas, Okta,  
18 Advanced Home Health, El Pollo Loco, Total Renal, Panda Express, Walt Disney Resorts, Pharmaca,  
19 Nortek Security, California Fine Wine, Solarcity, Walgreens, Space Exploration, Union Bank, Verizon,  
20 Apple, Wells Fargo, Kaiser, Universal Protection Services, and California State Automobile Association.  
21 Class Counsel have been approved as experienced class counsel during contested motions in state and  
22 federal courts throughout California. It is this level of experience which enabled the firm to undertake  
23 the instant matter and to successfully combat the resources of the defendants and their capable and  
24 experienced counsel. Class Counsel have participated in every aspect of the settlement discussions and  
25 have concluded the settlement is fair, adequate and reasonable and in the best interests of the Class.

26  
27 3. Summary of the Proposed Settlement.

28 (a) A true and correct copy of the First Amended Class Action and PAGA Settlement Agreement

(the “Agreement”) between the parties is attached hereto as Exhibit #2. Plaintiffs and Defendant Chico’s FAS, Inc. (“Defendant”) reached a full and final settlement of the above-captioned action, which is embodied in the Agreement filed concurrently with the Court. As consideration for this Settlement, the Gross Settlement Amount to be paid by Defendant is Seven Hundred Fifty Thousand Dollars (\$750,000) (the “Gross Settlement Amount”). (Agreement at ¶¶ 1.22 and 3.1.) Under the Settlement, the Gross Settlement Amount consists of the following elements: (1) payment of the Individual Class Payments to the Participating Class Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3) Administration Expenses Payment; (4) the Class Representative Service Payments to Plaintiffs; and (5) the PAGA Penalties payment. (Agreement at ¶ 1.22.)

(b) The Gross Settlement Amount does not include Defendant’s share of payroll taxes. (Agreement at ¶ 3.1.) The Gross Settlement Amount shall be all-in with no reversion to Defendant. (Agreement at ¶ 3.1.)

(c) Defendant shall fund the Gross Settlement Amount and the amount necessary to pay payroll taxes thereon no later than 14 days after the Effective Date. (Agreement at ¶ 4.3.) The distribution of Individual Class Payments to Participating Class Members will be made within 14 days after Defendant funds the Gross Settlement Amount. (Agreement at ¶ 5.1.)

(d) The amount remaining in the Gross Settlement Amount after the deduction of Court-approved amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service Payments, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment (called the “Net Settlement Amount”) shall be allocated to Class Members as their Individual Class Payments. (Agreement at ¶¶ 1.28 and 3.2.) The Administrator will calculate each Individual Class Payment by (a) dividing the Net Settlement Amount by the total number of shifts worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's shifts during the Class Period. (Agreement at ¶ 3.2(e).) Shifts will initially be based on Defendant’s records, however, Class Members will have the right to challenge the number of shifts worked.

(e) Class Members were sent the Court approved Class Notice using the procedure approved by the Court by mailing the notice packets after updating class members’ addresses using the National

1 Change of Address database and, for any notice packets returned as undeliverable, re-mailing such  
2 notices to any forwarding address provided or updated address located. *See* Declaration of Nicole  
3 Bench ("Bench Decl.") ¶ 8, Exh. A. Class Members were provided with the opportunity to exclude  
4 themselves or "opt out" if they did not want to participate in the settlement. (Agreement at ¶ 8.5, Ex. A.)  
5 Bench Decl. ¶ 8, Exh. A. Significantly, there have been **no objections and only one (1) request for**  
6 **exclusion**. Bench Decl. ¶¶ 12-13. As such, nearly the entire Class (99.96%) will participate in the  
7 Settlement and will be sent a settlement check. *See* Bench Decl. at ¶¶ 12, 16. All Aggrieved Employees,  
8 including those who submit an opt-out request, will still be paid their allocation of the PAGA Penalties  
9 and will remain subject to the release of the PAGA Released Claims regardless of their request for  
10 exclusion. (Agreement at ¶ 6.3 and 5.8(d)) Finally, the Notice advised the Class Members of their right  
11 to object to the Settlement and/or dispute their Workweeks. (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

12 (f) Participating Class Members must cash their Individual Class Payment check within 180 days  
13 after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within 180 days will be  
14 voided and any funds represented by such checks sent to the California Controller's Unclaimed Property  
15 Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements  
16 of California Code of Civil Procedure Section 384, subd. (b). (Agreement at ¶ 5.4.)

17 (g) ILYM Group, Inc. was appointed by the Court as the Administrator for the Settlement.  
18 (Agreement at ¶ 1.2) From the Gross Settlement Amount, Administrator will be paid for settlement  
19 administration in an amount not to exceed \$21,000. (Agreement at ¶ 3.2(c).) As set forth in the Bench  
20 Decl. at ¶ 20, the Administration Expenses Payment, including fees and costs incurred to-date, as well  
21 as anticipated fees and costs for completion of the settlement administration, are \$18,950.

22 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum  
23 not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.  
24 (Agreement at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of Class  
25 Counsel Litigation Expenses Payment in an amount not to exceed \$35,000. (Agreement at ¶ 3.2(b).)  
26 Subject to Court approval, the Agreement provides for a payment of no more than \$10,000 to each  
27 Plaintiff as their Class Representative Service Payments. (Agreement at ¶ 3.2(a).) In support of these  
28 requests for attorneys' fees, reimbursement of expenses and service awards, Class Counsel is providing

1 evidentiary support, including lodestar.

2 (i) Subject to Court approval, the PAGA Penalties will be paid from the Gross Settlement  
3 Amount for PAGA penalties under the California Private Attorneys General Act, Cal. Labor Code  
4 Section 2698, *et seq.* ("PAGA"). The PAGA Penalties are \$30,000. (Agreement at ¶¶ 1.34 and 3.2(d).)  
5 Pursuant to the express requirements of Labor Code § 2699(i), the PAGA Payment shall be allocated as  
6 follows: 75% shall be allocated to the Labor Workforce Development Agency ("LWDA") as its share  
7 of the civil penalties and 25% allocated to the Individual PAGA Payments to be distributed to the  
8 Aggrieved Employees based on the number of their respective PAGA Pay Periods.<sup>1</sup> (Agreement at ¶  
9 3.2(d).) As set forth in the accompanying proof of service, the LWDA has been served with this motion  
10 and the Agreement.

11 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved  
12 for the same reasons the Court granted preliminary approval of the Settlement, agreeing that the  
13 settlement is "fair, adequate, and reasonable." (Preliminary Approval Order at ¶ 3.) In sum, the  
14 Settlement valued at \$750,000 is an excellent result for the Class. This result is particularly favorable  
15 in light of the fact that liability and class certification in this case were far from certain in light of the  
16 defenses asserted by Defendant. Given the complexities of this case, the defenses asserted, the  
17 uncertainty of class certification, along with the uncertainties of proof at trial and appeal, the proposed  
18 settlement is fair, reasonable and adequate, and should be finally approved.

19  
20 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order  
21 dated September 16, 2025 ("Preliminary Approval Order"), the approved Class Notice has been  
22 disseminated to the Class. The reaction of the Class unequivocally supports approval of the Settlement.  
23 On October 30, 2025, the Administrator mailed the Court-approved Class Notice to the Class Members,  
24 which provided each class member with the terms of the Settlement, including notice of the claims at  
25 issue and the financial terms of the settlement, including the attorneys' fees, costs, and service award that  
26 were being sought, how individual settlement awards would be calculated, and the specific, estimated

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27  
28 <sup>1</sup> The PAGA claim was initiated prior to June 2024, and therefore the prior version of Labor Code  
¶2699 applies to the 75/25 allocation.

1 payment amount to that individual. Bench Decl. ¶ 8, Exh. A. In disseminating the notice, the  
2 Administrator followed the notice procedures authorized by the Court in its Preliminary Approval Order.  
3 Significantly, there have been **no objections and only one (1) request for exclusion**. Bench Decl. ¶¶  
4 12-13. As such, nearly the entire Class (99.96%) will participate in the Settlement and will be sent a  
5 settlement check. *See* Bench Decl. at ¶¶ 12, 16.

6  
7 5. Description of Plaintiffs' claims - The Action generally alleges that Plaintiffs and other  
8 Class Members were not properly paid all overtime wages for hours worked and at the correct rate of pay,  
9 were not provided meal and rest periods or paid premiums at the correct rate of pay in lieu thereof, were  
10 not timely paid earned wages, were not provided reimbursement for required expenses, were not paid  
11 accrued and used sick pay at the correct rate of pay, were not provided accurate itemized wage  
12 statements, and that Defendant did not properly maintain accurate records. The Action seeks unpaid  
13 wages, penalties, attorney fees, litigation costs, and any other equitable or legal relief allegedly due and  
14 owing to Plaintiffs and the other Class Members by virtue of the foregoing claims.

15  
16 6. Procedural History of the Litigation

17 (a) On September 8, 2023, Plaintiff Mejia filed with the LWDA and served on Defendant a notice  
18 under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties  
19 on behalf of Aggrieved Employees for various Labor Code violations. On April 15, 2024, Plaintiffs  
20 Mejia and Konde filed with the LWDA and served on Defendant an amended notice under Labor Code  
21 section 2699.3 identifying the alleged Labor Code violations to recover civil penalties on behalf of  
22 Aggrieved Employees for various Labor Code violations. These PAGA Notices specifically alleged  
23 violations of Labor Code §§ 201, 202, 203, 204 et seq., 210, 218, 221, 226(a), 226.7, 227.3, 246, 510,  
24 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section  
25 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to  
26 Provide Seating), and violation of the applicable Wage Order(s). These PAGA Notices were attached  
27 to the Motion for Preliminary Approval.

28 (b) On February 22, 2023, Plaintiff Mejia commenced this Action by filing a Class Action

1 Complaint against Defendant in the Superior Court of the State of California, County of Los Angeles(the  
2 "Class Action"). This Class Action Complaint asserted class claims against Defendant for: (1) unfair  
3 competition in violation of Cal. Bus & Prof. Code §§ 17200, et seq.; (2) failure to pay minimum wages  
4 in violation of California Labor Code §§ 1194, 1197, and 1197.1; (3) failure to pay overtime wages in  
5 violation of California Labor Code §§ 510, 1194 & 1198; (4) failure to provide required meal periods in  
6 violation of Cal. Labor Code §§ 226.7 and 512; (5) failure to provide required rest periods in violation  
7 of Cal. Labor Code §§ 226.7 and 512; (6) failure to provide accurate itemized wage statements in  
8 violation of California Labor Code §§ 226.7 and 512; (7) failure to to reimburse employees for required  
9 expenses in violation of California Labor Code § 2802; and, (8) failure to pay sick pay wages in violation  
10 of California Labor Code §§ 201-204, 233, 246. On February 20, 2024, Defendant removed the Class  
11 Action to the United States District Court for the Northern District of California. On November 22,  
12 2023, Plaintiff Mejia filed a separate Representative Action Complaint against Defendant in the Superior  
13 Court of the State of California, County of Los Angeles (the "PAGA Action"), alleging one cause of  
14 action for Civil Penalties Pursuant to Labor Code § 2699, et seq. for violations of Labor Code §§ 201,  
15 202, 203, 204 et seq., 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197,  
16 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B),  
17 California Code of Regulations, Title 8, Section I 1079(14) (failure to provide seating), and the  
18 Applicable Wage Orders.

19 (c) On January 27, 2025, Plaintiffs filed a First Amended Class and Representative Action  
20 Complaint in the PAGA Action adding: (1) all class and PAGA claims (as applicable) for all claims and  
21 theories alleged in the Actions and/or the PAGA Notices to the LWDA, including claims that Defendant  
22 engaged in unfair business practices, failed to pay for all wages due (including minimum, overtime, sick  
23 pay at the correct rate), failed to provide legally required meal periods and rest breaks and failed to pay  
24 premium pay at the regular rate of pay for missed or improper meal periods and/or rest breaks, failed to  
25 pay for reporting time pay, failed to timely pay all wages due, failed to provide accurate wage statements,  
26 failed to keep accurate time records, failed to reimburse for business expenses, and failed to provide  
27 suitable seating; and (2) Plaintiffs Basilia Konde and Gulalay Omarzay as named Plaintiffs and Class  
28 Representatives. The First Amended Class and Representative Action Complaint is the operative

1 complaint in the Action (the “Operative Complaint”)

2 (d) Over the course of litigation, the Parties engaged in the investigation of the claims, including  
3 informal discovery, and the production of hundreds of pages of documents, class data, and other  
4 information, allowing for the full and complete analysis of liabilities and defenses to the claims in the  
5 Action. The information for mediation obtained by Plaintiffs included: (1) data concerning the class; (2)  
6 payroll data and time punch data for the class covering 46,671 shifts worked and 13,496 workweeks; (3)  
7 Defendant’s wage and hour policies; (4) the employment files for the Plaintiffs; and, (5) samples of wage  
8 statements provided by Defendant. As such, Class Counsel received the data and information for the  
9 Class, which was sufficient for Plaintiffs’ expert to prepare the valuations of the claims for the Class.

10 (e) Class Counsel has extensive experience in litigating wage and hour class actions in California.  
11 The Parties have intelligently litigated the Action since inception. During the course of litigation, the  
12 Parties each performed analysis of the merits and value of the claims. Plaintiffs and Defendant have  
13 engaged in significant research and investigation in connection with the Action. Plaintiffs obtained  
14 informal discovery and the production of relevant documents and data from the Defendant. Class  
15 Counsel has thoroughly analyzed the value of the claims during the prosecution of this Action and  
16 utilized an expert to perform an analysis of the data and valuation of the claims.

17 (f) Plaintiffs and Defendant agreed to discuss resolution of the Action through a mediation. Prior  
18 to mediation, the Parties engaged in the above investigation and the exchange of documents and  
19 information in connection with the Action. On October 16, 2024, the Parties participated in an all-day  
20 mediation presided over by Tripper Ortman, a respected mediator of wage and hour representative and  
21 class actions. Following the mediation, each side, represented by its respective counsel, were able to  
22 agree to settle the Action based upon a mediator’s proposal which was memorialized in a memorandum  
23 of understanding. The Parties then negotiated the final terms of the settlement as set forth in the  
24 Agreement. At all times, the negotiations were arm's length and contentious.

25 (g) Although a settlement has been reached, Defendant denies any liability or wrongdoing of any  
26 kind associated with the claims alleged in the Action and further denies that, for any purpose other than  
27 settlement, the Action is appropriate for class and/or representative treatment. Defendant contends,  
28 among other things, that it has complied at all times with the California Labor Code, applicable Wage

1 Order, and all other laws and regulations. Further, Defendant contends that class certification is  
2 inappropriate for any reason other than for settlement. Plaintiffs contend that Defendant violated  
3 California wage and hour laws. Plaintiffs further contend that the Action is appropriate for class  
4 certification on the basis that the claims meet the requisites for class certification. Without admitting that  
5 class certification is proper, Defendant has stipulated that the above Class may be certified for settlement  
6 purposes only. (Agreement at ¶ 2.11). The Parties agree that certification for settlement purposes is not  
7 an admission that class certification is proper. Further, the Agreement is not admissible in this or any  
8 other proceeding as evidence that the Class could be certified absent a settlement. Solely for purposes  
9 of settling the Action, the Parties stipulate and agree that the requisites for establishing class certification  
10 with respect to the Class are satisfied.

11 (h) Class Counsel has conducted an investigation into the facts of the class action. Informal  
12 discovery was obtained, which included the production of hundreds of pages documents and data. Class  
13 Counsel engaged in a thorough review and analysis of the relevant documents and data with the  
14 assistance of an expert. Accordingly, the agreement to settle did not occur until Class Counsel possessed  
15 sufficient information to make an informed judgment regarding the likelihood of success on the merits  
16 and the results that could be obtained through further litigation. In addition, Class Counsel previously  
17 negotiated settlements with other employers in actions involving nearly identical issues and analogous  
18 defenses. Based on the foregoing data and their own independent investigation, evaluation and  
19 experience, Class Counsel believes that the settlement with Defendant on the terms set forth in the  
20 Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known  
21 facts and circumstances, including the risk of significant delay, defenses asserted by Defendant, and  
22 potential appellate issues.

## 23 24 7. History of Settlement Discussions

25 (a) This settlement is the result of extensive and hard-fought litigation as well as negotiations  
26 before an experienced and well-respected mediator. Defendant has expressly denied and continues to  
27 deny any wrongdoing or legal liability arising out of the conduct alleged in the Action. Plaintiffs and  
28 Class Counsel have determined that it is desirable and beneficial to the Class to resolve the Released

1 Class Claims of the Class in accordance with this Settlement, based upon the experience of Class Counsel  
2 who has previously litigated similar claims against other employers.

3 (b) The Parties attended an arms-length mediation session with Tripper Ortman, Esq., a respected  
4 and experienced mediator of wage and hour class actions, in order to reach this Settlement. In preparation  
5 for the mediation, Defendant provided Plaintiffs and Class Counsel with payroll and employment data  
6 and other information regarding the Class Members, various internal documents, and other compensation  
7 and employment-related materials. Class Counsel analyzed the data with the assistance of damages expert  
8 Berger Consulting and prepared and submitted a mediation brief to the mediator. Following the all-day  
9 mediation session, with after arms' length negotiations both during and after the mediation, the Parties  
10 agreed to this Settlement based upon a mediator's proposal.

11 (c) From October 2024 to April 2025, the settlement agreement and exhibits thereto were  
12 finalized and executed. On August 11, 2025, the Court issued an Order requesting certain modifications  
13 to the parties original class and PAGA settlement agreement. On August 27, 2025, Plaintiffs filed a  
14 Supplemental Declaration of Kyle Nordrehaug, which addressed the Court's concerns, and attached to  
15 it the executed Agreement. On September 16, 2025, the Court entered the Preliminary Approval Order  
16 preliminarily finding the settlement to be fair, adequate, and reasonable to the Class.

17 (d) Plaintiffs and Class Counsel believe that this settlement is fair, reasonable and adequate. In  
18 my judgment as experienced Class Counsel, this Settlement should be finally approved.

19

20 8. The outcome of this case would have been uncertain and fraught with risks.

21 (a) Here, a number of defenses asserted by Defendant present serious threats to the claims of the  
22 Plaintiffs and the other Class Members. Defendant asserted that Defendant's practices complied with  
23 all applicable Labor laws. Defendant argued that Class Members were paid for all time worked and that  
24 all work time was properly recorded. Defendant contends that its meal and rest period policies fully  
25 complied with California law and Defendant did not fail to provide the opportunity for legally required  
26 meal and rest breaks. Defendant could argue that the payment of significant meal period premiums is  
27 evidence of its lawful practices. Defendant contends that there was no failure to pay for business  
28 expenses and any cell phone usage was merely convenient and voluntary such that reimbursement was

1 not legally required. Finally, Defendant could argue that the Supreme Court decision in *Brinker v.*  
2 *Superior Court*, 53 Cal. 4th 1004 (2012), weakened Plaintiffs' claims, on liability, value, and class  
3 certifiability as to the meal and rest period claims. Defendant also argues that based on their facially  
4 lawful practices, Defendant acted in good faith and without willfulness, which if accepted would negate  
5 the claims for waiting time penalties and/or inaccurate wage statements. See e.g. *Naranjo v. Spectrum*  
6 *Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (May 6, 2024) ("if an employer reasonably and in good faith  
7 believed it was providing a complete and accurate wage statement in compliance with the requirements  
8 of section 226, then it has not knowingly and intentionally failed to comply with the wage statement  
9 law.") Defendant's defenses could eliminate or substantially reduce any recovery to the Class. While  
10 Plaintiffs believe that these defenses could be overcome, Defendant maintains these defenses have merit  
11 and therefore present a serious risk to recovery by the Class.

12 (b) There was also a significant risk that, if the Action was not settled, Plaintiffs would be unable  
13 to obtain a certified class and maintain the certified class through trial, and thereby not recover on behalf  
14 of any employees other than themselves. At the time of the mediation, Defendant forcefully opposed the  
15 propriety of class certification, arguing that individual issues precluded class certification. Further, as  
16 demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal.4th  
17 1 (2014), there are significant hurdles to overcome for a class-wide recovery even where the class has  
18 been certified. While other cases have approved class certification in wage and hour claims, class  
19 certification in this action was hotly disputed and the maintenance of a certified class through trial was  
20 by no means a foregone conclusion.

21 (c) As demonstrated by the decision in *Duran*, the complexities and duration of further litigation  
22 cannot be overstated. There is little doubt that Defendant would post a bond and appeal in the event of  
23 an adverse judgment. A post-judgment appeal by Defendant would have required many more years to  
24 resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case  
25 could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh  
26 an uncertain result three or more years in the future. Plaintiffs and Class Counsel recognize the expense  
27 and length of a trial against Defendant through possible appeals which could take at least another two  
28 or three years. Class Counsel also have taken into account the uncertain outcome, the risk of litigation,

1 especially in complex actions such as this one. Class Counsel are also mindful of and recognize the  
2 inherent problems of proof under, and alleged defenses to, the claims asserted in the Action. Moreover,  
3 post-trial motions and appeals would have been inevitable. Costs would have mounted and recovery  
4 would have been delayed if not denied, thereby reducing the benefits of an ultimate victory. The  
5 Settlement confers substantial benefits upon the Class. Based upon their evaluation, Plaintiffs and Class  
6 Counsel have determined that the Settlement set forth in the Agreement is in the best interest of the Class.

7 (d) The Settlement in this case is fair, reasonable and adequate considering Defendant's  
8 defenses to Plaintiffs' claims. As set forth in the Declaration of Nordrehaug in support of preliminary  
9 approval which discussed the value of the class claims in detail, the Gross Settlement Amount compares  
10 favorably to the value of the claims. Based upon 2,603 Participating Class Members who collectively  
11 worked an estimated 75,717 Workweeks (530,173 Shifts), the Gross Settlement Amount provides an  
12 average value of \$288 per Class Member and \$9.90 per workweek and, after deductions, the Net  
13 Settlement Amount provides an average recovery of \$148.30 per Class Member and a recovery of \$5.09  
14 per workweek. The calculations to compensate for the amount due for the Class at the time of the  
15 mediation were calculated by Berger Consulting, Plaintiffs' damage expert. As to the Class whose claims  
16 are at issue in this Action, Plaintiffs used the expert to analyze the data and determine the potential  
17 unpaid wages for the employees. The maximum potential damages were calculated to be \$3,851,114 for  
18 the alleged unpaid wages due to off-the-clock work at 1 hour per week, \$2,964,877 for alleged meal  
19 period damages based upon a 52% potential violation rate for shifts observed in the time records and after  
20 deduction of meal premiums paid by Defendant, and \$1,158,911 for alleged rest period damages based  
21 upon a 10% potential violation rate, \$203,235 for alleged unreimbursed business expenses for personal  
22 cell phone usage at \$5 per month. As a result, the total damage valuation was calculated that Defendant  
23 was subject to a maximum damage claim in the amount of \$8,178,137. As to potential penalties, Plaintiffs  
24 calculated that potential waiting time penalties were a maximum of \$6,000,542, and potential maximum  
25 wage statement penalties were \$8,070,850.<sup>2</sup> Defendant vigorously disputed Plaintiffs' calculations and  
26

27 <sup>2</sup> While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203 and  
28 226, at mediation Plaintiffs recognized that these claims were subject to additional, separate defenses  
asserted by Defendant, including, a good faith dispute defense as to whether any premium wages for

1 exposure theories. Consequently, the Gross Settlement Amount of \$750,000 represents more than 9%  
2 of the maximum value of the alleged damages at issue in this case at the time this Settlement was  
3 negotiated.<sup>3</sup> Importantly, the recent decision that good faith belief of compliance by the employer in  
4 *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely negate the claims  
5 for waiting time and wage statement penalties, even if wages were owed to the Class. The above  
6 maximum calculations should then be adjusted in consideration for both the risk of class certification and  
7 the risk of establishing class-wide liability on all claims. Given the amount of the settlement as compared  
8 to the potential value of claims in this case and the defenses asserted by Defendant, this settlement is fair  
9 and reasonable.<sup>4</sup> Clearly, the goal of this litigation has been met.

10 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant  
11 recovery, particularly when viewed in light of the fact that the Defendant asserted serious and substantial  
12 defenses both to liability and to class certification. The maximum and average class member allocation  
13 (in addition to their Individual PAGA Payment) are \$656.26 and \$148.31, respectively. *See* Bench Decl.  
14 at ¶18. Given the complexities of this case, the defenses, along with the uncertainties of proof and appeal,  
15 the proposed Settlement is fair, reasonable and adequate, and should be finally approved.

16 (f) It is impossible to predict with certainty whether, under the facts of this case, Plaintiffs would  
17

18 meal or rest periods or other wages were owed given Defendant's position that Plaintiffs and Class  
19 Members were properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 584  
20 (2010) ("There is no willful failure to pay wages if the employer and employee have a good faith  
dispute as to whether and when the wages were due.").

21 <sup>3</sup> Because the PAGA claim is not a class claim and primarily is paid to the State of California,  
22 Plaintiffs did not included the PAGA claim in this discussion of the value of the class claims. The  
23 PAGA claim was addressed in the Declaration of Kyle Nordrehaug at ¶33 filed in support of Plaintiffs'  
Motion for Preliminary Approval.

24 <sup>4</sup> See *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 (N.D. Cal. 2007) (approving a  
25 settlement where the settlement amount constituted approximately 25% of the estimated overtime  
26 damages for the class); *Stovall-Gusman v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at \*12  
27 (N.D. Cal. 2015) (granting final approval where "the proposed Total Settlement Amount represents  
28 approximately 10% of what class might have been awarded had they succeeded at trial."); *Viceral v.*  
*Mistras Grp., Inc.*, 2016 WL 5907869 (N.D. Cal. 2016) (approving wage and hour class action  
settlement amounting to 8.1% of full value); *Ma v. Covidien Holding, Inc.*, 2014 WL 2472316, (C.D.  
Cal. 2014) (approving wage and hour class action settlement worth "somewhere between 9% and 18%"  
of maximum valuation).

1 prevail against the Defendant's factual and legal defenses. While Plaintiffs and Class Counsel believe  
2 in the merits of the claims, Defendant have asserted real and substantial defenses to these claims and to  
3 class certification. Settlement in this case clearly benefits the Class when measuring the strengths of  
4 Plaintiffs' case and the risk of establishing class wide liability and damages.

5  
6 **ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD**

7 9. The Agreement For The Payment of Fees and Expenses Is Appropriate And Should Be  
8 Enforced

9 (a) Class Counsel successfully negotiated a class action settlement which provides for a common  
10 fund settlement to be paid by Defendant to the Class in the amount of Seven Hundred Fifty Thousand  
11 Dollars (\$750,000) (Agreement at ¶¶ 1.22 and 3.1.) As part of the settlement, the parties agreed to an  
12 award of attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount as the Class Counsel  
13 Fees Payment. (Agreement at ¶ 3.2(b).) By this motion, Class Counsel respectfully requests approval of  
14 the Class Counsel Fees Payment in an amount equal to one-third of the Gross Settlement Amount.

15 (b) In the class action context, that means "attempting to award the fee that informed private  
16 bargaining, if it were truly possible, might have reached." Here, informed arms-length bargaining  
17 between experienced counsel and Defendant resulted in Defendant negotiating the fee award to one-third  
18 of the Gross Settlement Amount. Such bargaining is obviously the best measure of the market for fees.  
19 Moreover, fee awards in common fund settlements as this one have resulted in a percentage of fees in  
20 an equivalent percentage to the sum sought by Class Counsel herein, further reflecting the accurate  
21 market value of the award requested.

22 (c) The requested fee award, agreed to by the parties as part of the Settlement, should be  
23 approved. The requested fee award was bargained for during arms' length adversarial bargaining by  
24 counsel for each of the parties as part of the Settlement.

25 10. The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total Value  
26 Created for the Benefit of the Class

27 (a) As part of the settlement, the Parties agreed to an award of attorneys' fees equal to one-third  
28 of the Gross Settlement Amount of \$750,000, which equals \$250,000 for attorneys' fees. As part of the

1 Agreement, Defendant also agreed that Class Counsel will also be paid reasonable litigations expenses  
2 incurred as per Class Counsel's billing statement in an amount not to exceed \$35,000. Finally, Defendant  
3 also agreed that Plaintiffs can be awarded Class Representative Service Payments in the amount of  
4 \$10,000 each as their service awards under the Agreement.

5 (b) In defining a reasonable fee, the Court should mimic the marketplace for cases involving a  
6 significant contingent risk such as this one. Our legal system places unique reliance on private litigants  
7 to enforce substantive provisions of employment law through class actions. Therefore, attorneys  
8 providing these substantial benefits should be paid an award equal to the amount negotiated in private  
9 bargaining that takes place in the legal market place.

10 (c) There is a substantial difference between the risk assumed by attorneys being paid by the hour  
11 and attorneys working on a contingent fee basis. The attorney being paid by the hour can go to the bank  
12 with his fee. The attorney working on a contingent basis can only log hours while working without pay  
13 towards a result that will hopefully entitle him to a marketplace contingent fee taking into account the  
14 risk and other factors of the undertaking. Otherwise, the contingent fee attorney receives nothing. In this  
15 case, the nature of the fee was wholly contingent. Class Counsel subjected themselves to this contingent  
16 fee market risk in this all or nothing contingent fee case wherein the necessity and financial burden of  
17 private enforcement makes the requested award appropriate. This case was litigated on a contingent basis  
18 for over one year, with all of the risk factors inherent in such an uncertain undertaking. Indeed, I am  
19 aware of other similar cases where the court dismissed the class allegations or denied class certification.  
20 Under such circumstances, courts have held that a risk multiplier must be applied to the fee award.

21 (d) Here, the contingent nature of the fee award, both from the point of view of eventual  
22 settlement and the point of view of establishing eligibility for an award, also warrant the requested fee  
23 award. A number of difficult issues, the adverse resolution of any one of which could have doomed the  
24 successful prosecution of the action, were present here. Attorneys' fees in this case were not only  
25 contingent but risky, with a very real chance that Class Counsel would receive nothing at all for their  
26 efforts, having devoted time and advanced costs. Class Counsel has previously invested in cases which  
27 resulted in no recovery, and here Class Counsel is recovering a fee award that comparable to the  
28 multiplier approved in other cases.

1 (e) At the time this case was brought, the result was far from certain as discussed above at  
2 paragraphs 8(a) and 8(b).

3 (f) The Settlement was possible because Defendant recognized the risks that Plaintiffs could  
4 potentially prevail on any or all of the contested issues regarding liability, and obtain class certification.  
5 In successfully navigating these hurdles Class Counsel displayed the necessary skills in both wage and  
6 hour and class action litigation. The high quality of the Class Counsel's work in this case was mandated  
7 by the vigorous defense presented by counsel for Defendant. Over the last years of litigation, Class  
8 Counsel was required to invest substantial time and resources in investigation, litigation, the  
9 determination of potential damages and communicating with and responding to opposing counsel's and  
10 class members' requests and inquiries.

11 (g) To represent the Class on a contingent fee basis, Class Counsel also had to forego  
12 compensable hourly work on other cases to devote the necessary time and resources to this contingent  
13 case. In so doing, Class Counsel gave up the hourly work that a firm can bank on for the risky contingent  
14 fee work in this case which could potentially have paid nothing.

15 (h) Class Counsel were required to advance all costs in this litigation. Especially in this type of  
16 litigation where the corporate defendant and their attorneys are well funded, this can prove to be very  
17 expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can be  
18 significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by  
19 Plaintiffs and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class  
20 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class  
21 Counsel advanced more than \$23,000 in costs which could not have been recovered if this case had been  
22 lost. Plaintiffs also undertook the risk of liability for Defendant's costs had this case not succeeded, as  
23 well as other potential negative financial ramifications from having sued Defendant on behalf of the  
24 Class. Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel and on  
25 Plaintiffs also support the requested awards.

26 (i) In a common fund settlement "[t]he lodestar method is merely a cross-check on the  
27 reasonableness of a percentage figure." *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050, n.5 (9th Cir.  
28 2002). In this case, the reasonableness of the requested attorneys' fee of one-third equal to \$250,000 is

1 also established by reference to Class Counsel's lodestar in this matter. **The contemporaneous billing**  
2 **records for Class Counsel evidence that through January 9, 2026, Class Counsel's total lodestar**  
3 **is \$168,610.00, with significant additional fees still to be incurred to complete final approval and**  
4 **the settlement process. (Exhibit #3)** The requested fee award is therefore currently equivalent to Class  
5 Counsel's total lodestar with a reasonable multiplier cross-check of less than 1.5, and there will be  
6 additional lodestar incurred by Class Counsel to complete the settlement process and manage the  
7 settlement distribution and reports. As evidenced by the billing, Class Counsel's work was efficiently  
8 performed and highly successful, and Class Counsel should not be punished for efficient and successful  
9 litigation. As a result, this Court may conclude that the requested award is fair and reasonable and is  
10 justified under California law.

11 (j) Counsel retained on a contingency fee basis, whether in private matters or in  
12 representative litigation of this sort, is entitled to a premium beyond his standard, hourly, non-contingent  
13 fee schedule in order to compensate for both the risks and the delay in payment for the simple fact that  
14 despite the most vigorous and competent of efforts, success is never guaranteed. This is particularly true  
15 here where Class Counsel has prosecuted this case on a contingency basis for over two years. Indeed,  
16 if counsel is not adequately compensated for the risks inherent in difficult class actions, competent  
17 attorneys will be discouraged from prosecuting similar cases.

18 11. On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior  
19 Court, Case No. JCCP 4919), Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a  
20 wage and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange  
21 County Superior Court Case No. JCCP 4957), Judge William Claster awarded Class Counsel a one-third  
22 award in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San  
23 Francisco Superior Court Case No. CGC-16-550847), Judge Ethan Schulman awarded Class Counsel a  
24 one-third award in a wage and hour class settlement. On April 15, 2021, in *Walker v. Brink's Global*  
25 *Services USA* (Los Angeles County Superior Court Case No. BC564369), Judge Amy Hogue awarded  
26 Class Counsel a one-third award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM*  
27 *Group, L.P.* (Los Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class  
28 Counsel a one-third fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas*

1 *Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP4837), Judge David Cunningham  
2 awarded a one-third fee award in a wage and hour class settlement. On November 17, 2021, in *Leon v.*  
3 *Sierra Aluminum Company* (San Bernardino Superior Court Case No. CIVDS2010856), Judge David  
4 Cohn awarded a one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's*  
5 *Candies Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004), Judge Maren Nelson  
6 awarded a one-third fee award in a wage and hour class action settlement. On April 12, 2022, in  
7 *O'Donnell v. Okta, Inc.* (San Francisco Superior Court Case No. CGC-20-587665), Judge Richard Ulmer  
8 awarded a one-third fee award in a wage and hour class action settlement. On June 30, 2022, in  
9 *Armstrong, et al. v. Prometric LLC* (Los Angeles Superior Court Case No. 20STCV29967), Judge Maren  
10 E. Nelson awarded a one-third fee award in a wage and hour class action. On July 13, 2022, in *Crum v.*  
11 *S&D Carwash Management LLC* (Sacramento Superior Court Case No. 2019-00251338), Judge  
12 Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On  
13 August 10, 2022, in *Spears, et al. v. Health Net of California, Inc.* (Sacramento Superior Court Case No.  
14 34-2017-00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award in a  
15 wage and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.* (San  
16 Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-third  
17 fee award in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy Wage*  
18 *and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded a one-third  
19 fee award in a wage and hour class action settlement. On February 1, 2023, in *Hogan v. AECOM*  
20 *Technical Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge Stuart Rice  
21 awarded a one-third fee award in a wage and hour class settlement. On February 28, 2023, in *Farthing*  
22 *v. Milestone Technologies* (San Francisco Superior Court Case No. CGC-21-591251), Judge Richard B.  
23 Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement. On March 2, 2023,  
24 in *Leon v. Calaveras Materials* (Kings County Superior Court Case No. 21C-0105), Judge Melissa  
25 D'Morias awarded a one-third fee award in a wage and hour class settlement. On June 20, 2023, in  
26 *Gonzalez v. Pacific Western Bank* (San Bernardino County Superior Court Case No. CIVSB2127657),  
27 Judge David Cohn awarded a one-third fee award in a wage and hour class settlement, On June 30, 2023,  
28 in *Aguirre v. Headlands Ventures* (Sacramento County Superior Court Case No. 34-2021-00297290),

1 Judge Jill Talley approved a one-third fee award in a wage and hour class settlement. On October 16,  
2 2023, in *Flores v. Walmart* (San Bernardino County Superior Court Case No. CIVDS2023061), Judge  
3 Joseph T. Ortiz awarded a one-third fee award in a wage and hour class settlement. On November 17,  
4 2023, in *Silva v. Woodward HRT* (Los Angeles County Superior Court Case No. 21STCV42692), Judge  
5 Maren Nelson awarded a one-third fee award in a wage and hour class settlement. On November 29,  
6 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo County Superior Court Case no. 22-CIV-02481),  
7 Judge Marie Weiner approved a one-third fee award in a wage and hour class settlement. On September  
8 12, 2024, in *Murdock v. Aspen Surgery Center* (Contra Costa County Superior Court Case No.  
9 MSC21-02047), Judge Charles Treat approved a one-third fee award in a wage and hour class settlement.  
10 On October 8, 2024, in *Rattler v. Pacific Coast Container* (Alameda Superior Court Case No.  
11 22CV015216), Judge Michael Markman approved a one-third fee award in a wage and hour class  
12 settlement. On January 14, 2025, in *Curry v. United Health Care Staffing* (San Francisco Superior Court  
13 Case No. CGC-21-597339), Judge Curtis Karnow approved a one-third fee award in a wage and hour  
14 class settlement. On January 17, 2025, in *Virgen v. Curaleaf* (Sacramento County Superior Court Case  
15 No. 34-2022-00314655), Judge Lauri Damrell approved a one-third fee award in a wage and hour class  
16 settlement. On February 7, 2025, in *Wong v. Nurse Logistics* (Santa Clara County Superior Court Case  
17 No. 22CV408939), Judge Theodore Zayner approved a one-third fee award in a wage and hour class  
18 settlement. A fee award equal to one-third of the common fund is therefore reasonable in light of the fees  
19 that have been awarded in other similar cases.

20       12.     **The contemporaneous billing records for Class Counsel evidence that through**  
21 **January 9, 2026, Class Counsel's total lodestar is \$168,610.00, with significant additional fees still**  
22 **to be incurred to complete final approval and the settlement process.** From November 2023 to  
23 January 9, 2026, my firm worked on this matter for over 248 hours, with hourly rates for attorneys  
24 ranging from \$450 to \$995, resulting in a total incurred lodestar for my firm in the amount of  
25 \$168,610.00. The requested fee award is therefore currently equivalent to Class Counsel's total lodestar  
26 with a reasonable multiplier cross-check of less than 1.5, and there will be additional lodestar incurred  
27 by Class Counsel to complete the settlement process and manage the settlement distribution and reports.  
28 A true and correct copy of my firm's billing statement for this matter providing a detailed breakdown of

1 the total fees and the services performed by the firm on this case is attached hereto as Exhibit #3. In  
2 addition, Class Counsel will be performing significant additional work that is not included in this lodestar  
3 amount, including finalizing the final approval motion, attending the hearing on final approval, and  
4 monitoring completion of the settlement process. I expect this additional work will result in \$15,00 to  
5 \$20,000 in additional lodestar for my firm. The rates charged by my firm are in line with the prevailing  
6 rates of attorneys in the local legal community for similar work and, if this were a commercial matter,  
7 these are the charges that would be made and presented to the client. My firm's hourly rates are based  
8 upon the Laffey Matrix with the appropriate 2% increase adjustment for Southern California. A true and  
9 correct copy of the current Laffey Matrix is attached hereto as Exhibit # 4. These hourly rates have been  
10 approved by Court's throughout California, including the Courts in the Superior Court of California. In  
11 fact, on August 1, 2018, District Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates  
12 generally appear reasonable and 'in line with those prevailing in the [relevant] community'—the Central  
13 District of California". Finally, the reasonableness of Class Counsel's hourly rates is further confirmed  
14 by comparing such rates with the rates of comparable counsel practicing complex and class litigation as  
15 detailed in the National Law Journal Billing Survey. *See e.g. Zest IP Holdings, LLC v. Implant Direct*  
16 *MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775 average  
17 billing rate for partners" and "Mayer Brown's \$543 average associate billing rate" are reasonable rates  
18 when compared within 21 other firms practicing in the Southern District of California.) This survey is  
19 useful to show that Class Counsel's rates are in line with the comparable rates of the defense counsel that  
20 opposes these types of class claims, such as Mayer Brown noted above who is defense counsel in cases  
21 currently being prosecuted by Class Counsel. In another example, Sheppard Mullin Richter & Hampton,  
22 who is opposing counsel in many cases prosecuted by Class Counsel, charges rates as high as \$875 for  
23 partners and \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of  
24 cases, charges between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the rates  
25 charged by Class Counsel for comparable work are less than these examples, and are therefore  
26 undoubtedly reasonable. Therefore, the requested fee award as a percentage of the fund is supported by  
27 the currently lodestar incurred with a reasonable multiplier which will be even less by the completion  
28 of the settlement. This is comparable to the multipliers approved in other cases. The requested award

1 is therefore reasonable viewed by the Lodestar/Multiplier cross-check.

2  
3 13. Litigation Expenses: The Agreement provides at paragraph 3.2(b), that Class Counsel may  
4 seek a "Class Counsel Litigation Expenses Payment of not more than \$35,000." Class Counsel requests  
5 reimbursement for incurred litigation expenses and costs in the amount of \$23,949.03 based upon  
6 counsel's billing records, which is less than the "not to exceed" amount. These litigation expenses  
7 include filing fees, mediation expenses, expert expenses (Berger Consulting), attorney service charges  
8 (OneLegal, Knox), and delivery charges (FedEx), all of which are costs normally billed to the client.<sup>5</sup> The  
9 details of the litigation expenses incurred are set forth in my firm's billing statement attached hereto as  
10 Exhibit #3. These costs were reasonably incurred in the prosecution of the Action.

11  
12 Service Awards

13 14. For their service as the only class representatives, Plaintiffs should be awarded the agreed  
14 service awards of \$10,000 each, in accordance with the Agreement for their time, risk and effort  
15 expended on behalf of the Class as the class representatives. (Agreement at ¶ 3.2(a).) Defendant has  
16 agreed to these payments and there have been no objections to the requested service awards. Plaintiffs'  
17 Declarations are submitted in support of this request and are attached hereto as Exhibits #5-7. As the only  
18 representatives of the Class, Plaintiffs performed their duties to the Class admirably and without  
19 exception. Plaintiffs worked extensively with Class Counsel during the course of the litigation,  
20 responding to numerous requests, searching for documents, working with counsel, and reviewing the  
21 settlement documentation. As set forth in the Agreement, Plaintiffs are also providing a comprehensive  
22 release as part of the Settlement, far beyond the class release. Plaintiffs' Declarations detail the  
23 involvement, stress and risks they undertook as a result of this Action. Plaintiffs also assumed the serious  
24 risk that they might possibly be liable for costs and fees to Defendant, as well as the reputational risk of

25  
26 <sup>5</sup> Nontaxable costs are properly awarded where authorized by the parties' agreement. *Stetson*, 821  
27 F.3d at 1165. Accordingly, "[e]xpenses such as reimbursement for travel, meals, lodging,  
28 photocopying, long-distance telephone calls, computer legal research, postage, courier service,  
mediation, exhibits, documents scanning, and visual equipment are typically recoverable." *Rutti v.*  
*Lojack Corp., Inc.*, 2012 WL 3151077, at \*12 (C.D. Cal. 2012).

1 being “blacklisted” by other future employers for having filed a class action on behalf of fellow former  
2 employees. Without the Plaintiffs’ participation, cooperation and information, no other employees would  
3 be receiving any benefit. The payment of service awards to successful class representatives is  
4 appropriate and the amount of \$10,000 is well within the currently awarded range for similar settlements.  
5 The requested award is also reasonable by reference to the amounts that other California courts have  
6 found to be reasonable in wage and hour class action settlements: *Andrews v. Plains All Am. Pipeline*  
7 *L.P.*, 2022 U.S. Dist. LEXIS 172183, at \*11 (C.D. Cal. 2022) (finding that the requested service awards  
8 of \$15,000 each are appropriate); *Reynolds v. Direct Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865,  
9 at \*19 (N.D. Cal. 2019) (granting request for \$12,500 service award); *Mathein v. Pier 1 Imps.*, 2018 U.S.  
10 Dist. LEXIS 71386, 168 (E.D. Cal. 2018) (approving two service awards of \$12,500 each); *Louie v.*  
11 *Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, \*7 (S.D. Cal. 2008) (awarding \$25,000 service  
12 award to each of six plaintiffs in overtime class action); *Holman v. Experian Info. Solutions, Inc.*, 2014  
13 U.S. Dist. LEXIS 173698 (approving \$10,000 service award where class member recovery was \$375);  
14 *Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D. Cal. 2014) (reducing \$20,000 award to \$15,000 where  
15 the plaintiff brought a class claim in lieu of bringing an individual action); *Glass v. UBS Fin. Servs.*, 2007  
16 U.S. Dist. LEXIS 8476 at \*51-\*52 (N.D. Cal. 2007) (awarding \$25,000 service award in overtime wage  
17 class action); *Zamora v. Balboa Life & Casualty, LLC*, Case No. BC360036, Los Angeles County  
18 Superior Court (Mar. 7, 2013) (awarding \$25,000 service award); *Aguilar v. Cingular Wireless, LLC*,  
19 Case No. CV 06-8197 DDP (AJWx) (C.D. Cal. 2011) (awarding \$14,767 service award); *Magee v.*  
20 *American Residential Services, LLC*, Case No. BC423798, Los Angeles County Superior Court (Apr. 21,  
21 2011) (awarding \$15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*, Case No.  
22 BC375967, Los Angeles County Superior Court (June 24, 2010) (awarding \$15,000 service award);  
23 *Baker v. L.A. Fitness Int’l, LLC*, Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)  
24 (awarding \$10,000 service awards to three named plaintiffs); *Blue v. Coldwell Banker Residential*  
25 *Brokerage Co.*, Case No. BC417335, Los Angeles County Superior Court (Mar. 21, 2011) (awarding  
26 \$10,000 service award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County  
27 Superior Court (June, 11, 2010) (awarding \$10,000 service awards); *Coleman v. Estes Express Lines,*  
28 *Inc.*, Case No. BC429042, Los Angeles County Superior Court (Oct. 3, 2013) (awarding \$10,000 service

1 award); *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior  
2 Court (May 27, 2011) (awarding \$10,000 service award); *Hickson v. South Coast Auto Ins. Marketing,*  
3 *Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27, 2012)(awarding \$10,000 service  
4 award); *Hill v. Sunglass Hut Int'l, Inc.*, Case No. BC422934, Los Angeles County Superior Court (July  
5 2, 2012) (awarding \$10,000 service award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No.  
6 BC368528, Los Angeles County Superior Court, (Aug. 19, 2011) (awarding \$10,000 service award  
7 together with additional compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No.  
8 BC373910, Los Angeles County Superior Court (Jan. 29, 2010) (awarding \$10,000 service award);  
9 *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar. 19,  
10 2010) (awarding \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No.  
11 BC440282, Los Angeles County Superior Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva*  
12 *v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court (Feb. 8,  
13 2011) (awarding \$10,000 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case  
14 No. BC422202, Los Angeles County Superior Court (May 24, 2013) (awarding \$10,000 service award);  
15 *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court  
16 (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335,  
17 Santa Clara County Superior Court (Sept. 13, 2011) (awarding \$10,000 service award); *Bejarano v.*  
18 *Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx) (C.D. Cal. June 22, 2010) (awarding  
19 \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS 1004307, San  
20 Bernardino County Superior Court (Aug. 6, 2012) (awarding \$10,000 service award); *Contreras v. Serco*  
21 *Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012) (awarding \$10,000 service award);  
22 *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside County Superior Court (July  
23 16, 2013) (awarding \$10,000 service award); *Kisliuk v. ADT Security Services Inc.*, Case No.  
24 CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011) (awarding \$10,000 service award); *Morales v. BCBG*  
25 *Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County Superior Court (Jan. 24, 2013)  
26 (awarding \$10,000 service award); *Barrett v. Doyon Security Services, LLC*, Case No. BS900199,  
27 BS900517, San Bernardino County Superior Court (Apr. 23, 2010) (awarding \$10,000 service award);  
28 *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior Court Case No. 17CV313457 (July 10, 2018)

1 (awarding \$10,000 service award); *Taylor v. TIC - The Industrial Company*, U.S.D.C. Central District  
2 of California Case No. EDCV 16-186-VAP (Aug. 1, 2018) (awarding \$10,000 service award).

3 15. The requested service awards are also reasonable in light of the reputational risk that  
4 Plaintiffs assumed in bringing this action against their former employer. Plaintiffs put their future  
5 employment prospects at risk by becoming a class representative as the fact that she filed a lawsuit "is  
6 searchable on the internet and may become known to prospective employers when evaluating" him for  
7 employment. *Guippone v. BHS&B Holdings, LLC*, 2011 U.S., Dist. LEXIS 126026, \*20 (S.D.N.Y. Oct.  
8 28, 2011). Employers routinely screen employee candidates to determine whether they have ever filed  
9 a suit against other employers, allowing them to screen out the litigious candidates. An entire industry  
10 exists that allows employers to run extensive background searches on potential employees. Companies  
11 who provide these services specifically highlight the fact that their services allows employers to weed  
12 out litigious employment candidates. Reliable Plant outlines ways that employers can "get a sense of  
13 whether a prospective employee is likely to sue" the employer, through background checks and other  
14 means, to screen out these employees.<sup>6</sup> Onicra Credit Rating Agency states: "Background screening has  
15 become a necessity in today's litigious society." Back Track Screening also represents: "In today's  
16 litigious culture, employers simply cannot afford to hire employees who will put their company at risk."<sup>7</sup>  
17 PreciseHire also offers employment screening and similarly warns "with today's business climate being  
18 extremely competitive and highly litigious, conducting pre employment background checks has become  
19 a necessity."<sup>8</sup>

20 16. As a result, Class Counsel respectfully requests approval of the application for award of  
21 the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation  
22 expenses in the amount of \$23,949.03, and approval of the requested service awards to the Plaintiffs.

23 17. In accordance with California Rules of Court, rule 3.769, I make the following disclosure.  
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25 <sup>6</sup> [www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees](http://www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees).

26 <sup>7</sup> <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

27 <sup>8</sup> [https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/)  
28 [have-become-a-business-necessity/](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/).

1 The Class Counsel Fees Payment awarded shall be allocated entirely to Blumenthal Nordrehaug  
2 Bhowmik De Blouw LLP.

3 I declare under penalty of perjury under the laws of the State of California that the foregoing is  
4 true and correct. Executed this 8<sup>th</sup> day of January, 2026, at San Diego, California.

5 /s/ Norman Blumenthal  
6 NORMAN B. BLUMENTHAL  
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**EXHIBIT #1**

**Blumenthal Nordrehaug Bhowmik De Blouw LLP**

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (885) 551-1232

**FIRM RESUME**

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**ATTORNEY BIOGRAPHIES**

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Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Action, Civil Litigation, Wage and Hour Class Actions, Transactional Law

Admitted: 1973, Illinois; 1976, California

Biography: Law Clerk to Justice Thomas J. Moran, Illinois Supreme Court, 1973-1975, while on Illinois Court of Appeals. Instructor, Oil and Gas Law: California Western School of Law, 1981; University of San Diego School of Law, 1983. Sole Practitioner 1976-1987. Partner, Blumenthal & Ostroff, 1988-1995. Partner, Blumenthal, Ostroff & Markham, 1995-2001. Partner, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2018. Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP, 2018 - present.

Member: San Diego County, Illinois State and American Bar Associations; State Bar of California.

Educated: University of Wisconsin (B.A., 1970); Loyola University of Chicago (J.D., 1973);

Summer Intern (1971) with Harvard Voluntary Defenders

**Kyle R. Nordrehaug**

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation

Admitted: 1999, California

Biography: Associate, Blumenthal, Ostroff & Markham, 1999-2001. Associate, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Member: State Bar of California, Ninth Circuit Court of Appeals, Third Circuit Court of Appeals

Educated: University of California at Berkeley (B.A., 1994); University of San Diego School of Law (J.D. 1999)

Awards: Top Labor & Employment Attorney 2016; Top Appellate Reversal - Daily Journal 2015; Super Lawyer 2015-2018

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Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2006, California

Educated: University of California at San Diego (B.A., 2002); University of San Diego School of Law (J.D. 2006)

Biography: Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Awards: Rising Star 2015

**Nicholas J. De Blouw**

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: Wayne State University (B.A. 2008); California Western School of Law (J.D. 2011)

**Piya Mukherjee**

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2010, California

Educated: University of California, San Diego (B.S. 2006); University of Southern California, Gould School of Law (J.D. 2010)

**Victoria Rivapalacio**

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Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: University of California at San Diego (B.A., 2003); George Washington University Law School (J.D. 2010)

**Ricardo Ehmman**

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

Educated: University of California, San Diego (B.A. 1998); Loyola Law School (J.D. 2001)

**Jeffrey S. Herman**

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

Educated: University of Michigan (B.A. 2008); California Western School of Law (J.D. 2011)

**Charlotte James**

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Admitted: 2016, California

Educated: San Diego State University; California Western School of Law

**Christine Levu**

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

Educated: University of California, Irvine; California Western School of Law

**Andrew Ronan**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: Arizona State University; University of San Diego School of Law

**Scott Blumenthal**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

Educated: University of Southern California; California Western School of Law

**Sergio Julian Puche**

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Admitted: 2013, California

Educated: University of California, Irvine; California Western School of Law

**Trevor Moran**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

Educated: University of Rhode Island; California Western School of Law

**Adolfo Sanchez Contreras**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

**Brooke Wilkinson Waldrop**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2017, California;

Educated: Westminster University (B.A. 2004); University of Utah (J.D. 2008)

**REPORTED CASES**

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9<sup>th</sup> Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);

Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4<sup>th</sup> 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9<sup>th</sup> Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under *Aerojet-General*. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was

no additional standing rules for PAGA claim brought by independent contractor); In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E\*Trade Mortg. Corp., 514 F.3d 1001 (9<sup>th</sup> Cir. 2008); Silvas v. E\*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9<sup>th</sup> Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3<sup>rd</sup> Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9<sup>th</sup> Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co.,

LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

### **CLASS ACTION & REPRESENTATIVE CASES**

4G Wireless Wage Cases, Orange County Superior Court, JCCP No. 4736; Classic Party Rentals Wage & Hour Cases, Los Angeles Superior Court, Case No. JCCP No. 4672; Abu-Arafeh v. Norco Delivery Service, Inc., San Francisco County Superior Court, Case No. CGC-14-540601; Aburto v. Verizon, U.S. District Court, Southern District California, Case No. 11-cv-0088; Adkins v. Washington Mutual Bank, Class Certification Granted, San Diego County Superior Court, Case No. GIC819546; Agah v. CompUSA, U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx); Akers v. The San Diego Union Tribune, San Diego County Superior Court, Case No 37-2010-00088571; Altman v. SolarCity Corporation, San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL; Aquino v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00395420; Baker v. Advanced Disability Management, Inc., Sacramento County Superior Court, Case No. 34-2014-00160711; Barcia v. Contain-A-Way, U.S. District Court, Southern District California, Case No. 07 cv 0938; Bates v. Verengo, Inc., Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC; Battle v. Charming Charlie Inc., San Diego County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stweart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente

v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEb-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris,(In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compig Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC, Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court

District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United States District Court, Central District of California; U.S. Court of Appeals 9<sup>th</sup> Circuit; Howard v. Southern California Permanente Medical Group, Los Angeles Superior Court, Case No. BC586369; Hughes v. Parexel International, Los Angeles County Superior Court, Case No. BC485950; Hurley v. Comcast of California/Colorado/Texas/Washington, Inc., Sonoma County Superior Court, Case No. SCV-253801; Irving v. Solarcity Corporation, San Mateo County Superior Court, Case No. CIV525975; Jacobs v. Nu Horizons - Settled Santa Clara County Superior Court, Case No. 111cv194797; Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Orange County Superior Court, Case No. 30-2009-0018010; Jones v. E\*Trade Mortgage, U.S. District Court, Southern District California Case No. 02-CV-1123 L (JAH); Kennedy v. Natural Balance - Dismissal Reversed on Appeal, San Diego Superior Court, Case No. 37-2007-00066201; Keshishzadeh v. Arthur J. Gallagher Service Co., U.S. District Court, Southern District of California, Case No. 09-cv-0168; Kinney v. AIG Domestic Claims / Chartis, U.S. District Court, Central District of California, Case No. 8:10-cv-00399; Kizer v. Tristar Risk Management, Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC; Kleinberg v. Reeve Trucking Company, Inc., San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL; Kove v. Old Republic Title, Alameda County Superior Court, Case No. RG09477437; Krellcom v. Medley Communications, Inc., San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL; Ladd v. Extreme Recovery, LP, Contra Costa County Superior Court, Case No. MSC11-02790; Langille v. EMC, U.S. District Court, Southern District of California, Case No. 09-cv-0168; Lawson v. Marquee Staffing, Los Angeles County Superior Court, Case No. 37-2012-00103717-CU-OE-CTL; Lazar v. Kaiser Foundation Health Plan, Inc., Santa Clara County Superior Court, Case No. 1-14-cv-273289; Lemmons v. Kaiser Foundation Hospitals, Inc., Sacramento County Superior Court, Case No. 34-2012-00125488; Levine v. Groeniger, Alameda County Superior Court, Case No. RG09476193; Linder v. OCWEN (In re Ocwen Federal Bank FSB Servicing Litig.) U.S. District Court, Central District California, Case No. 07cv501, U.S. District Court, Northern Dist. Illinois, Case No. MDL 1604; Litton v. Diebold, Incorporated, San Mateo County Superior Court, Case No. CIV524776; Lohn v. Sodexo, Inc. & SDH Services West, LLC, U.S. District Court Central District of California, Case No. 2:15-CV-05409; Lopez v. K-Mart, Ventura County Superior Court, Case No. BC351983; Louie / Stringer v. Kaiser, U.S. District Court, Southern District California, Case No. 08-cv-0795; Lucero v. Sears, U.S. District Court Southern District of California, Case No. 3:14-cv-01620-AJB; Lucero v. Kaiser Foundation Hospitals, Inc., San Diego County Superior Court, Case No. 37-2013-00075933-CU-OE-CTL; Magallanes v. TSA Stores, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-283586; Magana v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2012-00613901-CU-OE-CXC; Maitland v. Marriott, U.S. District Court, Central District California, Case No. SACV 10-00374; Mann v. NEC Electronics America, Santa Clara County Superior Court, Case No. 109CV132089; Martinez v. Hydro-Scape Products, Inc., San Diego County Superior Court, Case No. 37-2014-00029157-CU-OE-CTL; Mathies v. Union Bank - Class Certification Granted, San Francisco County Superior Court, Case No. CGC-10-498077; McDermott v. Catalina Restaurant Group Inc., Orange County Superior Court, Case No. 30-2012-00574113-CU-OE-CXC; McPhail v. First Command, United States District Court for the Southern District of California, Case No. 05CV0179 IEG (JMA); Medina v. Universal Protection Service, LP, Santa Clara County Superior Court, Case No. BC572848; Meierdiercks v. 8x8, Inc., Santa Clara County Superior Court, Case No. 110CV162413; Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, U.S. District Court Eastern District of California, Case No. 16-1133

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v. Qualxserv, LLC / Worldwide Techservices - Class Certification Granted, U.S. District Court, Southern District of California, Case No. 09-cv-0017; Serrato v. Sociedad Textil Lonia, Corp., San Diego County Superior Court, Case No. 37-2012-00101195-CU-OE-CTL; Shrivastara v. Fry's Electronics, Santa Clara County Superior Court, Case No. 111cv192189; Sierra v. Oakley Sales Corp., Orange County Superior Court, U.S. District Court Central District of California; U.S. Court of Appeals 9<sup>th</sup> Circuit; Sirota v. Swing-N-Slide, Wisconsin District Court, County of Rock Wisconsin, Case No. 95CV726J; Small v. Kaiser Foundation Hospitals - Settled San Diego County Superior Court, Case No. 37-2011-00099011-CU-OE-CTL; Smith v. Kaiser Foundation Hospitals, U.S. District Court, Southern District of California, Case No. 08-cv-02353; Smith v. Fedex Ground Package system, Inc., Alameda County Superior Court, Case No. RG14734322; Sones v. World Savings / Wachovia; U.S. District Court, Northern District of California, Case No. 3:08-cv-04811; Spradlin v. Trump, U.S. District Court, District of Nevada, Case No. 2:08-cv-01428; Steele v. Kaiser Foundation Health Plan, U.S. District Court, Northern District of California, Case No. 07-5743; Steffan v. Fry's Electronics, Inc., Santa Clara County Superior Court, Case No. 1-13-CV-254011; Steroid Hormone Product Cases, Los Angeles Superior Court, JCCP4363; Strauss v. Bayer Corporation, United States District Court, District of Minnesota; Sustersic v. International Paper Co., Orange County Superior Court, Case No. 30-2009-00331538; Sutton v. Seasons Hospice & Palliative Care of California, Inc., Los Angeles County Superior Court, Case No. BC590870; Swartout v. First Alarm Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 112-cv-231989; Talamantez v. The Wellpoint Companies, Inc., U.S. District Court, Central District of California, Case No. 12-cv-08058; Tan v. California State Automobile Assn. - Class Certification Granted, U.S. District Court, Central District California, Case No. 07cv1011, Orange County Superior Court, Case No. 30-2008-00231219; Tauber v. Alaska Airlines, et al., Los Angeles Superior Court; Thai v. Staff Assistance, Inc., Los Angeles County Superior Court, Case No. BC567943; Thomas v. Stanford Health Care d/b/a Stanford University Medical Center, Santa Clara County Superior Court, Case No. 1-14-cv-273362; Thomas-Byass v. Michael Kors Stores (California), Inc., U.S. District Court Central District of California, Case No. 5:15-cv-00369-JGB; Trujillo v. LivHome, Orange County Superior Court, Case No. 30-2008-00100372, San Diego County Superior Court, Case No. JCCP4570; Tull v. Stewart Title, U.S. District Court, Southern District California, Case No. 08-CV-1095; Turner v. C.R. England, U.S. District Court Central District of California, Case No. 5:14-cv-02207-PSG; Turner v. Ampac Fine Chemicals, LLC, Sacramento County Superior Court, Case No. 34-2015-00176993; Valadez v. Schering-Plough, U.S. District Court, Southern District California, Case No. 10-CV-2595; Van Gorp v. Ameriquest Mortgage/Deutsche Bank, U.S. District Court, Central District of California, Case No. SACV05-907 CJC (Anx); Varela v. The Walking Company, Los Angeles County Superior Court, Case No. BC562520; Veloz v. Ross Dress For Less, Inc., Los Angeles County Superior Court, Case No. BC485949; Vogel v. Price-Simms, Inc., Santa Clara County Superior Court, Case No. 114CV261268; Vrab v. DNC Parks & Resorts at Tenaya, Inc., Mariposa County Superior Court, Case No. 0010225; Vultaggio-Kish v. Golden State Lumber, Inc., San Mateo County Superior Court, Case No. CIV 51661; Wadhwa v. Escrow Plus, Los Angeles Superior Court; Waldhart v. Mastec North Amercia, Inc., San Bernardino County Superior Court, Case No. CIVDS1419318; Walker v. Brink's Global Services USA, Inc. & Brinks Incorporated, Los Angeles County Superior Court, Case No. BC564369; Walsh v. Apple, Inc., U.S. District Court, Northern District California, Case No. 08-04918; Weinman v. Midbar Condo Development (Las Vegas One), U.S. District Court, District of Nevada, Case No. 2:08-cv-00684; Weltman v. Ortho Mattress - Class Certification Granted, U.S. District Court, Southern District California, Case No. 08-cv-0840, Orange County Superior Court, Case No. 30-2009-00327802; West v. Jerome's Furniture Warehouse, Sacramento County Superior Court, Case No. 34-2013-00147707-CU-OE-GDS; Wheat v. Jerome's Furniture Warehouse, San Diego County Superior Court, Case No. 37-2012-00094419-CU-OE-CTL; Wietzke v. Costar Realty, U.S. District Court, Southern District California, Case No. 09-cv-2743; Williams v. Lockheed Martin Corporation, U.S. District Court, Southern District California, Case No. 3:09-cv-01669; Wilson v. Wal-Mart

Associates, Inc., U.S. District Court Central District of California, Case No. 8:14-cv-1021-FMO; Winston v. Lemoire Transportation, Inc., Contra Costa County Superior Court, Case No. C-15-00897; Wise v. Cubic, U.S. District Court, Southern District California, Case No. 08-cv-2315; Witman v. Level 3 Communications, San Diego County Superior Court, Case No. 37-2012-00091649-CU-OE-CTL; Yam v. Kaiser Foundation Hospitals, U.S. District Court, Northern District California, Case No. 10-cv-05225-SBA; Zurlo v. Mission Linen, U.S. District Court, Central District, Case No. 08cv1326; Baxt v. Scor U.S., Delaware Court of Chancery; Bronson v. Blech Securities - Settled U.S. District Court, Southern District of New York; Castro & Cardwell v. B & H Education, Inc., Los Angeles Superior Court Case No. BC456198; Dibella v. Olympic Financial, U.S. District Court, District of Minnesota; Doyle v. Lorna Jane USA, Inc., Los Angeles County Superior Court, Case No. BC526837; Estrella v. B-Per Electronic, Inc. & My Wireless, Inc., San Diego County Superior Court, Case No. 37-2013-00048951-CU-OE-CTL; Ferrari v. Read-Rite, U. S. District Court, Northern District of California; Forever 21 Wage and Hour Cases - Settled San Diego County Superior Court, JCC Proceeding No. 4745; Hart v. United States Tobacco Co., Los Angeles Superior Court; In re Bank of America Wage and Hour Employment Practices Litigation, U.S. District Court, District of Kansas, Case No. MDL 2138; In re Walgreen Co. Wage and Hour Litigation, U.S. District Court, Central District of California, Case No. 11-cv-07664; Jackson v. Fresh & Easy Neighborhood Market Inc., Los Angeles County Superior Court, Case No. BC497964; U.S. Bankruptcy Court District of Delaware Case No. 13-12569 (KJC); Jordan/Ramos v. DMV -Sacramento County Superior Court; Kensington Capital v. Oakley, U. S. District Court, Southern District of California; Kensington Capital v. Vesta,U. S. District Court, Northern District of Alabama; Lopez v. Tire centers, LLC, U.S. District Court Northern District of California, Case No. 3:13-cv-05444-JCS; Miller v. Western Athletic Clubs, LLC, Santa Clara County Superior Court, Case No. 112-cv-228670; Moffett v. WIS International, San Diego County Superior Court, Case No. 37-2011-00099909-CU-OE-CTL; Perez v. Urban Outfitters, Inc., U.S. District Court Northern District of California, Case No. 13-cv-02628-JSW; Ridgewood Capital Management v. Gensia, U.S. District Court, Southern District of California, #CV-92-1500H; Sandoval v. Redfin Corporation, U.S. District Court Northern District, Case No. 3:14-cv-04444-SC; Shurman v. Scimed, State of Minnesota District Court, Fourth District, #94-17640; Sioson v. AMP Holding, Inc., Orange County Superior Court, Case No. 30-2013-00663825; Slatton v. G.E. Capital Mortgage Services, Camden County Superior Court, New Jersey, #CAML0256198; Somkin v. Molten Metal, U.S. District Court, District of Massachusetts, #9710325PBS; Sparks v AT&T, Illinois District Court - Madison County; Sullivan v. Lyon Management Group, Orange County Superior Court, Case No. 30-2013-00649432-CU-BT-CXC; Herencia v. Alexander's Steakhouse, Inc. – San Francisco County Superior Court, Case No. CGC-16-550551; Reinhardt v. Beverly Fabrics, Inc. – Sonoma County Superior Court, Case No. SCV-257217; DeBettencourt v. Interstate realty Management Company – San Joaquin County Superior Court, Case No. STK-CV-UOE-2015-0011942; Torres v. Bhandal Bros, Inc. – Santa Cruz County Superior Court, Case No. 16CV01555; Rodriguez v. El Toro Medical Investors Limited Partnership – U.S. District Court, Central District of California, Case No. 16-CV-00059-JLS-KES; Velez v. Timec Specialty Services, Inc. & Transfield Services– Los Angeles County Superior Court, Case No. BC614318; Henry v. Central Freight Lines, Inc. – U.S. District Court, Eastern District of California, Case No. 16-CV-00280-JAM-EFB; Taylor v. TIC – The Industrial Company – U.S. District Court, Central District of California, Case No. 16-CV-00186-VAP(SPX); Harvey v. Sears, Roebuck And Co. – Sacramento County Superior Court, Case No. 34-2017-00207556; Tapia v. Panda Express, LLC et al. – Los Angeles County Superior Court, JCCP No. 4919; Severson v. Lowe's HIW, Inc. – Sacramento County Superior Court, Case No. 34-2016-00189508; Bendon v. DTG Operations, Inc. - U.S. District Court, Central District of California, Case No. 16-CV-00861-FMO-AGR; Talavera v. ACS Dataline, LP – Los Angeles County Superior Court, Case No. BC617159; McHenry v. Prologix Distribution Services (West), LLC – Los Angeles County Superior Court, Case No. BC608948; Stone v. Prologistics Distribution, Inc. – Orange County Superior Court, JCCP No 4881; Easton v. Handy Technologies, Inc. – San Diego County Superior

Court, Case No. 37-2016-00004419-CU-OE-CTL; Singh v. Total Renal Care, Inc. – San Francisco County Superior Court, Case No. CGC-16-550847; Conners v. Rag Traders Melrose, LLC – Los Angeles County Superior Court, Case No. BC591413; Saporito v. Space Explorations Technologies Corporation, Los Angeles Superior Court, Case No. BC554258; Calhoun v. Celadon Trucking Services, Inc., U.S. District Court, Central District of California, Case No. 16-CV-01351-PSG-FFM; Conners v. Mission Valley Kilt, LLC - San Diego County Superior Court, Case No. 37-2015-00036888-CU-OE-CTL; Shibley v. New Prime, Inc. - U.S. District Court, Central District of California, Case No. 17-CV-00321-DOC; Lawrenz v. Blacktalon Enterprises, Inc. - Sonoma County Superior Court, Case No. SCV-258205; Jamison v. Fitness 19 CA 121, LLC - Solano County Superior Court, Case No. FCS046697; Brooks v. Archer Trucking, Inc. – Mendocino County Superior Court, Case No. SCUK-CVG-16-67106; Montgomery v. New Prime, Inc. - San Bernardino County Superior Court, Case No. CIVDS1611884; Mills v. Core-Mark International, Inc. – San Diego County Superior Court, case No. 37-2016-00009669-CU-OE-CTL; Lopez v. Networked Insurance Agents, LLC – Orange County Superior Court, Case No. 30-2016-00843587-CU-OE-CXC; Yberri v. Agent Provocateur, Inc. – Los Angeles County Superior Court, Case No. BC620413; Woodard v. BKD Twenty-One Management Company, Inc. – San Diego County Superior Court, Case No. 37-2016-00009682-CU-OE-CTL; Gallagher v. H.H. Restaurant, Inc. – San Diego County Superior Court, Case No. 37-2016-00031247-CU-OE-CTL; San Nicolas v. West Covina Corporate Fitness, Inc. – Los Angeles County Superior Court, Case No. BC16304; Summerlin v. Maplebear Inc., d/b/a Instacart – Los Angeles County Superior Court, Case No. BC 603030; Padilla v. Sutter West Bay Hospitals – San Mateo County Superior Court, Case No. CIV538977; Quagliariello v. Victory Entertainment, Inc. – Los Angeles County Superior Court, Case No. BC620273; Mohammad v. Tee It Up LLC – Contra Costa Superior Court, Case No. C16-01188; Pucilowski v. Esurance Insurance Services, Inc. – Placer County Superior Court, Case No. SCV0038790; Arias v. Alamos Enterprises, LLC – Orange County Superior Court, Case No. 30-2016-00865183-CU-OE-CXC; Orzano v. Hazelwood Enterprises, Inc. - San Diego County Superior Court, Case No. 37-2016-00029231-CU-OE-CTL; Tejero v. Firstmed Ambulance Services, Inc. – Orange County Superior Court, Case No. 30-2016-00885355-CU-OE-CXC; Artis v. T-W Transport, Inc. – San Diego County Superior Court, Case No. 37-2016-00013010-CU-OE-CTL; Searles v. Navajo Express, Inc. – San Bernardino County Superior Court, Case No. CIVDS1613846; Lara v. Commercial Protective Service, Inc. – Los Angeles County Superior Court, Case No. BC648921; Picos v. Culinary of California, Inc. – San Diego County Superior Court, Case No. JCCP 4892; Samaniego v. A&I Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV01894; Bailey v. Romanoff Floor Covering, Inc. – U.S. District Court, Eastern District of California, Case No. 17-CV-00685-TLN-CMK; Aguirre v. Bitech, Inc. – Sacramento County Superior Court, Case No. 34-2016-002022; Phillips v. DI Overnight LLC – San Diego County Superior Court, Case No. 37-2016-00016800-CU-OE-CTL; Jacob v. Pride Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV1337; Bennett v. Heartland Express, Inc. of Iowa – San Diego County Superior Court, Case No. 37-2016-00015056-CU-OE-CTL; Stapf v. Mercer Health & Benefits Administration LLC – Los Angeles County Superior Court, Case No. BC643007; Armstrong v. Ruan Transport Corporation – San Bernardino County Superior Court, Case No. CIVDS1605897; Geiger v. Floyd's 99-California LLC – Orange County Superior Court, Case No. 30-2016-00874943-CU-OE-CXC; Mondrian v. Trius Trucking, Inc. – Fresno County Superior Court, Case No. 16CECG01501; Johnson v. Fedex Office and Print Services, Inc. – Alameda County Superior Court, Case No. RG17856291; Rios v. Pacific Western Bank - San Diego County Superior Court, Case No. 37-2016-00038083; Sanders v. Old Dominion Freight Lines, Inc. – San Diego County Superior Court, Case No. 37-2016-00030725-CU-OE-CTL; Taylor v. Gardner Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1614280; Couture v. Wal-Mart Associates, Inc. – U.S. District Court, Eastern District of California, case No. 16-CV-02202-VC; Bertuol v. AHMC Anaheim Regional Medical Center LP – Orange County Superior Court, Case No. 30-2017-00899024-CO-OE-CXC; Espinoza v. Prime Communications of California, LLC – San Mateo

County Superior Court, Case No. 16CIV01563; Archuletta v. Tidy Services, Inc.– Orange County Superior court, Case No. 30-2016-008611892-CU-OE-CXC; Puccini v. Earthbound Farm, LLC– Santa Clara County Superior Court, Case No. 17CV308643; Vikram v. First Student Management, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-04656-KAW; Blair v. Ashley Distribution Services, LTD. – U.S. District Court, Central District of California, Case No. 17-CV-01427-JAK-SP; Richardson v. Service Staffing, LLC– Orange County Superior Court, Case No. 30-2017-00899039-CU-OE-CXC; Coffin v. Certified Freight Logistics, Inc. – San Diego County Superior Court, Case No. 37-2016-00036523-CU-OE-CTL; Encarnacion v. S.A.S. Services Group, Inc. – San Diego County Superior Court, Case No. 37-2017-00026726-CU-OE-CTL; Vasquez v. Golden State Overnight Delivery Service, Inc.– Alameda County Superior Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc.– U.S. District Court, Northern District of California, Case NO. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc.– U.S. District Court, Utah Central Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc.– San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No.

18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel’s Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America, – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. –

Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court, Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lesevic v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL, Azima v. CSI Medical Group, – Santa Clara County Superior Court, Case No. 19CV345450; Porras v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCV30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior

Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. \_\_\_\_\_; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafers of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior Court, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior

Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cytotec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

**EXHIBIT #2**

## FIRST AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This First Amended Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Marlin Mejia, Basilia Konde, and Gulalay Omarzay (“Plaintiffs”) and Defendant Chico's FAS, Inc., (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as the “Parties,” or individually as “Party.”

### 1. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- 1.1. “Actions” collectively means the Plaintiffs’ lawsuit alleging wage and hour violations against Defendant captioned: (1) *Marlin Mejia, et al. vs. Chico's FAS, Inc.*, Case No. 3:24-cv-01007-VC, filed on November 21, 2023 in the Superior Court of the State of California, County of Monterey (Case No. 23CV003799), and pending in the United States District Court for the Northern District of California; and (2) *Marlin Mejia, et al. vs. Chico's FAS, Inc.*, Case No. 23TRCV03682, filed on November 22, 2023 and pending in the Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means ILYM Group Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Aggrieved Employees” means all individuals who are or were previously employed by Defendant and any of its subsidiaries in California and classified as a non-exempt employee at any time during the PAGA Period.
- 1.5. “Class” means all individuals who are or were previously employed by Defendant and any of its subsidiaries in California and classified as a non-exempt employee at any time during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche and Trevor G. Moran of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as

approved by the Court, to compensate Class Counsel for their legal work in connection with the Actions, including their pre-filing investigation, their filing of the Actions, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Actions.

- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, the number of shifts, and the number of PAGA Pay Periods worked by each PAGA Aggrieved Employee during the PAGA Period.
- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. “Class Period” means the period of time from January 1, 2022 through December 31, 2024.
- 1.14. “Class Representatives” means the named Plaintiffs in the Operative Complaint seeking Court approval to serve as Class Representatives.
- 1.15. “Class Representative Service Awards” means the service awards made to the Plaintiffs as Class Representatives in order to compensate for initiating the Actions, performing work in support of the Actions, undertaking the risk of liability for Defendant’s expenses, and for the general release of all claims by the Plaintiffs.
- 1.16. “Court” means the Superior Court of California, County of Los Angeles.
- 1.17. “Defendant” means Chico’s FAS, Inc. and any of its subsidiaries.

- 1.18. “Defense Counsel means Melinda S. Riechert, Julia C. Riechert, and Mariam Bicknell of Orrick, Herrington & Sutcliffe LLP.
- 1.19. “Effective Date” means the date by when all of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; (b) Plaintiffs serve notice of entry of the Court’s Judgment; and (c) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day Plaintiffs serve notice of entry of the Court’s Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.20. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.22. “Gross Settlement Amount” means Seven Hundred Fifty Thousand Dollars (\$750,000) which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Awards and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement Amount and shall be the separate additional obligation of Defendant.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of shifts worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA

under Labor Code section 2699, subd. (i).

- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Awards, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period of time from September 8, 2022 through December 31, 2024.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notices” means the Plaintiffs’ September 8, 2023 letter and April 15, 2024 amended letter (LWDA Case No. LWDA-CM-980505-23) to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$7,500) and the 75% to LWDA (\$22,750) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.36. “Plaintiffs” means Marlin Mejia, Basilia Konde, and Gulalay Omarzay, the named Plaintiffs in the Operative Complaint.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38. “Released Class Claims” means the claims being released as described in Paragraph 6.2 below.
- 1.39. “Released PAGA Claims” means the claims being released as described in Paragraph 6.3 below.
- 1.40. “Released Parties” means: Defendant and each of its former and present directors,

officers, shareholders, owners, employees, agents, principals, representatives, attorneys, insurers and reinsurers, accountants, consultants, predecessors, successors, acquirers, affiliates, parents, assigns and subsidiaries.

1.41. “Request for Exclusion” means a Class Member’s submission of a timely, valid, and written request to be excluded from the Class Settlement signed by the Class Member.

1.42. “Response Deadline” means forty-five (45) calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.43. “Settlement” means the disposition of the Actions and all related claims effectuated by this Agreement and the Judgment.

1.44. “Workweek(s)” means the estimated shifts worked by Class Members in the Class Period, divided by seven (7) days per week.

## **2. RECITALS**

### **The Class Action**

2.1. On November 21, 2023, Plaintiff Mejia commenced this Action by filing a Class Action Complaint against Defendant in the Superior Court of the State of California, County of Monterey (the “Class Action”). Plaintiff Mejia’s Class Action Complaint asserted claims that Defendant:

1. Violated California Business and Professions Code §§ 17200 *et seq.*;
2. Failed to pay minimum wages in violation of Labor Code §§ 1194, 1197 & 1197.1;
3. Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*;
4. Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
5. Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
6. Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
7. Failed to reimburse employees for required expenses in violation of California Labor Code § 2802; and,
8. Failed to pay sick pay wages in violation of California Labor Code §§ 201-203, 233, 246.

- 2.2. On February 15, 2024, Defendant filed an Answer to Plaintiff Mejia's Class Action Complaint, asserting sixteen (16) affirmative defenses.
- 2.3. On February 20, 2024, Defendant removed the Class Action to the United States District Court for the Northern District of California.
- 2.4. On June 28, 2024, Plaintiff Mejia filed Motion to Remand the Class Action back to state court, which the Court denied on August 22, 2024.

### **The PAGA Action**

- 2.5. On November 22, 2023, Plaintiff Mejia filed a separate Representative Action Complaint against Defendant in the Superior Court of the State of California, County of Los Angeles (the "PAGA Action"), alleging one cause of action for Civil Penalties Pursuant to Labor Code § 2699, et seq. for violations of Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section I 1079(14) (failure to provide seating), and the Applicable Wage Orders.
- 2.6. On March 6, 2024, Defendant filed an Answer to Plaintiff Mejia's PAGA Action Complaint, asserting twenty-one (21) affirmative defenses.

### **Pleading Amendment And Stay Of The Actions**

- 2.7. For purposes of this Settlement only, Defendant stipulates to and Plaintiffs agree to submit to the Court a First Amended Class and Representative Action Complaint in the PAGA Action adding: (1) all class and PAGA claims (as applicable) for all claims and theories alleged in the Actions and/or the PAGA Notices to the LWDA, including claims that Defendant engaged in unfair business practices, failed to pay for all wages due (including minimum, overtime, sick pay at the correct rate), failed to provide legally required meal periods and rest breaks and failed to pay premium pay at the regular rate of pay for missed or improper meal periods and/or rest breaks, failed to pay for reporting time pay, failed to timely pay all wages due, failed to provide accurate wage statements, failed to keep accurate time records, failed to reimburse for business expenses, and failed to provide suitable seating; and (2) Plaintiffs Basilia Konde and Gulalay Omarzay as named Plaintiffs and Class Representatives. If the Settlement does not become Final (as defined above) upon the Parties' best efforts, Plaintiffs agree to dismiss all claims and withdraw all allegations added in the First Amended Complaint to restore Plaintiffs to the position of the Class Action Complaint filed on November 21, 2023 and pending in in the United States District Court for the Northern District of California, Case No. 3:24-cv-01007-VC and the PAGA Action filed on November 22, 2023. Upon the Court's Order granting preliminary approval and deeming the First Amended Complaint filed, the First Amended Complaint will be deemed the Operative

Complaint in the Actions.

- 2.8. Defendant denies the allegations in the Actions, the PAGA Notices, and the Operative Complaint, denies any failure to comply with the laws identified in the Actions, the PAGA Notices, and the Operative Complaint, and denies any and all liability for all causes of action alleged in the Actions, the PAGA Notices, and the Operative Complaint.

### **Mediation and Settlement**

- 2.9. On October 16, 2024, the Parties participated in an all-day mediation presided over by Tripper Ortman, Esq. a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, was able to agree to settle the Actions based upon a mediator's proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.
- 2.10. Prior to mediation, Plaintiffs obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.11. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Actions by Plaintiffs, the Class or the Aggrieved Employees have merit or that Defendant bears any liability to Plaintiffs, the Class or the Aggrieved Employees on those claims or any other claims, or as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become Final (as defined above), Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Actions, including the manageability of the PAGA claims.
- 2.12. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

### **3. MONETARY TERMS**

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant agrees to pay a total amount of \$750,000 as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this Settlement, excluding

any employer-side payroll taxes on the portion of the Individual Class Payments and Class Representative Service Awards allocated to wages which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.

- (a) To Plaintiffs: Class Representative Service Awards to the Class Representatives of not more than \$10,000 each less taxes and withholdings (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiffs' request for Class Representative Service Awards that do not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Awards no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Awards less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Awards using IRS Form W-2 for 20% (\$2,000) and IRS Form 1099 for 80% (\$8,000) to each Plaintiff. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Awards. Plaintiffs acknowledge that Defendant and/or the Released Parties make no representations as to the tax consequences of the nature of the Class Representative Service Awards.
- (b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$250,000, and a Class Counsel Litigation Expenses Payment of not more than \$35,000. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full

responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

- (c) To the Administrator: An Administration Expenses Payment not to exceed \$21,000, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less, or the Court approves payment less than \$21,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$30,000 to be paid from the Gross Settlement Amount, with 75% (\$22,500) allocated to the LWDA PAGA Payment and 25% (\$7,500) allocated to the Individual PAGA Payments.
  - i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$7,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
  - ii. If the Court approves PAGA Penalties of greater or less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- (e) To Each Participating Class Member: The Administrator will calculate each Individual Class Payment by (a) dividing the Net Settlement Amount by the total number of shifts worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's shifts during the Class Period.
  - i. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full

responsibility and liability for any employee taxes owed on their Individual Class Payment.

- ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

#### **4. SETTLEMENT FUNDING**

- 4.1. Class Shifts and Aggrieved Employee Pay Periods. Based on its records, Defendant has represented that the Class consists of 2,535 Class Members. Defendant estimates the number of shifts will be approximately 525,000 shifts during the Class Period, which Plaintiff estimates to be the equivalent of 75,000 full time equivalent workweeks (525,000 shifts divided by 7 days in a week), and 2,133 Aggrieved Employees who worked an estimated total of 61,932 PAGA Pay Periods during the PAGA Period.
- 4.2. Class Data. Not later than 30 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Administrator will keep confidential and not share the Class Data with Plaintiffs, Class Counsel, or anyone else. Defendants will notify Class Counsel if they discover that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

#### **5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT**

- 5.1. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees

Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Awards.

- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Participating Class Members and Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the “void date”, which is 180 days after the date of mailing, when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients’ mailing addresses using the National Change of Address Database. If a Participating Class Member’s or Aggrieved Employee’s check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable and offer to replace the check if it was lost or misplaced but not cashed.
- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without a USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

6. **RELEASE OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments and the Class Representative Service Awards, Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:

6.1. Plaintiffs' General Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, known or unknown, suspected or unsuspected, transactions, or occurrences that they had, now have, or may hereafter claim to have, including, but not limited to: (a) all claims that were, or reasonably could have been alleged in connection with their employment relationship with Defendant, their termination and/or release from that employment, any damages they claim to have sustained while employed by Defendant, or any other transactions, occurrences, acts or omissions or any loss, damages or injury whatsoever, known or unknown, suspected or unsuspected, resulting from any act or omission by or on the part of the Released Parties, or any of them, committed or omitted prior to the date of this Agreement ("Plaintiffs' General Release"). Plaintiffs' General Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences committed or omitted outside the Class Period. Plaintiffs acknowledge that they may discover facts or law different from, or in addition to, the facts or law that they now know or believe to be true but agree, nonetheless, that Plaintiffs' General Release shall be and remain effective in all respects, notwithstanding such different or additional facts or their discovery of them.

- (a) Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiffs' General Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

**"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party."**

- 6.2. Release of Class Claims. Plaintiffs and all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts and allegations stated in the Actions and/or the Operative Complaint, which occurred during the Class Period, including any and all claims involving any alleged unfair business

practices, failure to pay for all wages due (including minimum, overtime, sick pay at the correct rate), failure to provide legally required meal periods and rest breaks and failure to pay premium pay at the regular rate of pay for missed or improper meal periods and/or rest breaks, failure to pay for reporting time pay, failure to timely pay all wages due, failure to provide accurate wage statements, failure to keep accurate time records, and failure to reimburse for business expenses, or alleged violation of Labor Code §§201–204, 210, 218, 221, 226, 226.7, 233, 246, 510, 512, 1194, 1197, 1197.1, 1198, 2802, the applicable wage orders, and Business and Professions Code § 17200, *et seq.* Except as set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment benefits, social security benefits, workers’ compensation benefits, or claims based on facts occurring outside the Class Period.

6.3. Release of PAGA Claims. Plaintiffs and all Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, and Plaintiffs as agents and proxies of the State of California (including the LWDA) are deemed to waive, release, and discharge the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the factual allegations or legal theories stated in the Actions, the PAGA Notices, and/or the Operative Complaint, which occurred during the PAGA Period, including any and all PAGA claims based on any alleged unfair business practices, failure to pay for all wages due (including minimum, overtime, sick pay at the correct rate), failure to provide legally required meal periods and rest breaks and failure to pay premium pay at the regular rate of pay for missed or improper meal periods and/or rest breaks, failure to pay for reporting time pay, failure to timely pay all wages due, failure to provide accurate wage statements, failure to keep accurate time records, failure to reimburse for business expenses, failure to provide suitable seating, or alleged violation of Labor Code §§ 201–204, 210, 218, 221, 226, 226.7, 227.3, 246, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, 2699, *et seq.*, the applicable wage orders, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14), and the applicable wage orders. Except as set forth in this Agreement, Aggrieved Employees do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment benefits, social security benefits, workers’ compensation benefits, or claims based on facts occurring outside the PAGA Period.

## **7. MOTION FOR PRELIMINARY APPROVAL.**

7.1. Defendant’s Responsibilities. Within 14 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In the Declaration, Defendant shall aver that they are not aware of any other pending

matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 7.2. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel at least 10 days before filing: (i) a draft memorandum of points and authorities in support of Motion for Preliminary Approval; (ii) Plaintiffs' declarations in support of the Motion for Preliminary Approval; and (iii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 7.3. Responsibilities of Counsel. Class Counsel is responsible for preparing, finalizing, and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; for appearing in Court to advocate in favor of the Motion for Preliminary Approval, and complying with all requirements to notify the LWDA of the Settlement. Class Counsel will consider in good faith Defense Counsel's comments pertaining to the draft Motion for Preliminary Approval, Order Granting Preliminary Approval and Approval of PAGA Settlement, and the Class Notice. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 7.4. Duty to Cooperate. The Parties agree to cooperate with each other and use their best efforts to obtain Preliminary Approval of the Settlement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

## **8. SETTLEMENT ADMINISTRATION**

- 8.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for the purposes of calculating payroll tax withholdings and providing reports to the state and federal tax authorities.
- 8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

#### 8.4. Notice to Class Members.

- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, shifts, and Pay Periods in the Class Data.
- (b) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of shifts and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- (c) Not later than 7 days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- (d) The deadlines for Class Members’ written objections, challenges to shifts and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- (e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, Defendant will expeditiously review its business records to determine whether the individual should be a Class Member and receive a Class Notice. If Defendant determines that such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- (d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted, and the objection will be void.

8.6. Challenges to Calculation of Shifts. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class shifts and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge

the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the shifts contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of shifts and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of shifts and/or Pay Periods to Defense Counsel and the Administrator's determination as to the challenges.

8.7. Objections to Settlement.

- (a) Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Awards.
- (b) Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).
- (c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted, and the objection will be void.

8.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

- (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Awards, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

- (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- (c) Shifts and/or Pay Periods Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of shifts and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- (d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to shifts and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- (e) Administrator’s Declaration. Not later than 7 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- (f) Final Report by Administrator. Within 10 days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this

Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

9. **CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE.** Based on its records, Defendant provided figures as to the Class size as set forth in Paragraph 4.1 above. Should the shifts worked by the Class Members during the Class Period ultimately increase by more than 15%, Defendant will increase the Gross Settlement Amount on a proportional basis equal to the percentage increase in number of shifts worked by the Class Members above the 15% (i.e., if there was an 16% increase in the number of shifts during the Class Period, Defendant would agree to increase the Gross Settlement Amount by 1%).
10. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 2% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.
11. **MOTION FOR FINAL APPROVAL.** Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than 10 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
  - 11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
  - 11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as

necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for Class Representative Service Awards, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement under C.C.P. section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

11.4. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

11.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on an equal basis, any additional Administration Expenses reasonably incurred at the time of remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Awards or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

**12. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

### **13. ADDITIONAL PROVISIONS**

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Actions, the PAGA Notices, or the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Actions, the PAGA Notices, or the Operative Complaint have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Actions, the PAGA Notices, or the Operative Complaint, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

13.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the mediator first and then the Court for resolution.
- 13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8. Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

- 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Actions and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendant, along with any other material provided informally for purposes of mediation.
- 13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 13.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

*To Plaintiffs and the Class:*

Norman B. Blumenthal  
Kyle R. Nordrehaug  
Blumenthal Nordrehaug Bhowmik De Blouw LLP  
2255 Calle Clara  
La Jolla, CA 92037  
Tel.: (858) 551-1223  
Fax: (858) 551-1232  
E-Mail: [norm@bamlawca.com](mailto:norm@bamlawca.com)  
[kyle@bamlawca.com](mailto:kyle@bamlawca.com)

*To Defendant:*

Melinda S. Riechert  
Julia Riechert

Mariam Bicknell  
Orrick, Herrington & Sutcliffe LLP  
1000 Marsh Road  
Menlo Park, CA 94025-1015  
Tel.: (650) 614-7400  
Fax: (650) 614-7401  
E-Mail: [mrieichert@orrick.com](mailto:mrieichert@orrick.com)  
[jrieichert@orrick.com](mailto:jrieichert@orrick.com)  
[mbicknell@orrick.com](mailto:mbicknell@orrick.com)

13.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

13.20. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

#### 14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

08/26/2025

Dated: \_\_\_\_\_

~~Mariam Bicknell~~ Basilia Mejia (Aug 26, 2025 16:22:41 PDT)

Plaintiff Marlin Mejia

08/26/2025

Dated: \_\_\_\_\_

~~Basilia Mejia~~ Basilia Konde (Aug 26, 2025 16:58:20 PDT)

Plaintiff Basilia Konde

08/25/2025

Dated: \_\_\_\_\_

~~Basilia Konde~~ Basilia Konde (Aug 25, 2025 14:35:23 PDT)  
*gulalay omarzay*

Plaintiff Gulalay Omarzay

Dated: \_\_\_\_\_

\_\_\_\_\_ [name]

Mariam Bicknell  
Orrick, Herrington & Sutcliffe LLP  
1000 Marsh Road  
Menlo Park, CA 94025-1015  
Tel.: (650) 614-7400  
Fax: (650) 614-7401  
E-Mail: [mrrechert@orrick.com](mailto:mrrechert@orrick.com)  
[jrechert@orrick.com](mailto:jrechert@orrick.com)  
[mbicknell@orrick.com](mailto:mbicknell@orrick.com)

13.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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#### 14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: \_\_\_\_\_  
Plaintiff Marlin Mejia

Dated: \_\_\_\_\_  
Plaintiff Basilia Konde

Dated: \_\_\_\_\_  
Plaintiff Gulalay Omarzay

Dated: 8/26/2025  
*Jaime Mauer*  
Jaime Mauer [name]

For Defendant Chico's FAS, Inc.

**APPROVED AS TO FORM ONLY:**

Dated: 8/26/25



Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP  
Attorney for Plaintiff

Dated: \_\_\_\_\_

\_\_\_\_\_  
Melinda Riechert

Orrick, Herrington & Sutcliffe LLP  
Attorney for Defendant

For Defendant Chico's FAS, Inc.

**APPROVED AS TO FORM ONLY:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Kyle Nordrehaug  
Blumenthal Nordrehaug Bhowmik De Blouw LLP  
Attorney for Plaintiff

Dated: 8/26/2025

Melinda Riechert  
\_\_\_\_\_  
Melinda Riechert  
Orrick, Herrington & Sutcliffe LLP  
Attorney for Defendant

**EXHIBIT A**

[NOTICE OF PROPOSED SETTLEMENT OF CLASS AND REPRESENTATIVE ACTION  
AND HEARING DATE FOR FINAL COURT APPROVAL]

**EXHIBIT “A”**

**COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT  
AND HEARING DATE FOR FINAL COURT APPROVAL**

***Mejia v. Chico’s FAS, Inc., Superior Court of the State of California,  
County of Los Angeles, Case No. 23TRCV03862***

***The Superior Court for the State of California authorized this Notice. Read it carefully!  
It’s not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT  
ACT. PLEASE READ THIS NOTICE CAREFULLY.**

**You may be eligible to receive money** from an employee class action lawsuit (“Action”) against Defendant Chico’s FAS, Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by Plaintiffs Marlin Mejia, Basilia Konde, and Gulalay Omarzay (“Plaintiffs”) and seeks payment of (1) wages and other relief on behalf of all individuals who are or were previously employed by Defendant and any of its subsidiaries in California and classified as a non-exempt employee at any time during the Class Period (January 1, 2022 through December 31, 2024) (“Class Members”), and (2) penalties and other relief on behalf of all individuals who are or were previously employed by Defendant and any of its subsidiaries in California and classified as a non-exempt employee at any time during the PAGA Period (September 8, 2022 to the December 31, 2024) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments to Aggrieved Employees and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be <<\$\_\_\_\_\_>> (less withholding), and your Individual PAGA Payment is estimated to <<be \$\_\_\_\_\_>>.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked <<\_\_\_\_\_>> shifts** during the Class Period and **you worked <<\_\_\_\_\_>> pay periods** during the PAGA Period. If you believe that you worked more shifts during the Class Period or pay periods during the PAGA Period, you can submit a challenge by the deadline date. See Section 5 of this Notice below.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have

carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment, and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Released Class Claims and Released PAGA Claims against Defendant as described below in Section 4 below.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment, however you will preserve your right to personally pursue Released Class Claims against Defendant. If you are an Aggrieved Employee, you remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

**Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.**

| <b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>You Don't Have to Do Anything to Participate in the Settlement</b>                                                  | If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims).                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b><br><br><b>The Opt-out Deadline is ____.</b> | If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice.<br><br>You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below) regardless of whether you submit a request for exclusion. |
| <b>Participating Class</b>                                                                                             | All Class Members who do not opt-out ("Participating Class                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

|                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Members Can Object to the Class Settlement</b></p> <p><b>Written Objections Must be Submitted by the Response Deadline _____</b></p>                      | <p>Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 8 of this Notice.</p>                                                 |
| <p><b>You Can Participate in the _____ Final Approval Hearing</b></p>                                                                                           | <p>The Court’s Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the Los Angeles County Superior Court, Torrance Courthouse, located at 825 Maple Avenue, Torrance, CA 90503, in Department B before Judge Patricia A. Young. This hearing may change as explained below in Section 9.</p> <p>You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice</p> |
| <p><b>You Can Challenge the Calculation of Your Shifts / Pay Periods</b></p> <p><b>Witten Challenges Must be Submitted by the Response Deadline (_____)</b></p> | <p>The amount of your Individual Class Payment depends on how many shifts you worked during the Class Period. The amount of your share of your Individual PAGA Payment (if any) depends on how many pay periods you worked at least one day during the PAGA Period. The number of Class Period shifts and number of PAGA Period pay periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 5 of this Notice</p>                                                                                                                           |

## 1. What is action about?

Plaintiffs were employees of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay minimum wages, failing to pay overtime wages, failing to provide required meal periods and unpaid premiums, failing to provide required rest periods and unpaid premiums, failing to provide accurate itemized wage statements, failing to provide required expense reimbursement, failing to provide wages when due, failure to pay sick pay, and engaging in unfair competition. The Action also seeks civil penalties in a representative claim under the Private Attorneys General Act (“PAGA”).

Defendant strongly denies that it violated any laws or failed to pay any wages and further denies

any liability whatsoever to Plaintiffs, the Class, or Aggrieved Employees. Defendant contends it complied with all applicable laws.

You have received this Notice because you have been identified as a member of the Class, which is defined as:

All individuals who are or were previously employed by Defendant and any of its subsidiaries in California and classified as a non-exempt employee at any time during the Class Period (January 1, 2022 through December 31, 2024).

## **2. What does it mean that the action has settled?**

The Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiffs or Defendant. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) with no decision or admission of who is right or wrong, rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written Class Action and PAGA Settlement Agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

## **3. What are the terms of the Settlement?**

**Gross Settlement Amount.** Defendant has agreed to pay an “all in” amount of **Seven Hundred Fifty Thousand Dollars and No Cents (\$750,000.00) (the “Gross Settlement Amount”)** to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, the Administration Expenses Payment, Individual PAGA Payments, and civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Defendant shall fund the Gross Settlement Amount and also fund the amounts necessary to fully pay Defendant’s share of payroll taxes, by transmitting the funds to the Administrator no later than 14 days after the Effective Date. The “Effective Date” means the date the Notice of Entry of Judgment is served, unless there are objections or an appeal, in which case it is the date the Judgment is final and no longer subject to appeal. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments to Participating Class Members.

Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- Administration Expenses Payment. Payment to the Administrator, estimated not to exceed \$21,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.
- Attorneys' Fees and Costs. Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$250,000, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$35,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- Class Representative Service Payments. Class Representative Service Payments in an amount not more than \$10,000 each to the Plaintiffs as a service award, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook. The amount stated is what Plaintiffs will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$30,000 relating to Plaintiffs' claim under PAGA, \$22,500 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining \$7,500 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$7,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, which is September 8, 2022 to the December 31, 2024.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payments, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount", shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$384,000. The Administrator will pay an Individual Class Payment from the Net

Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of shifts worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's shifts during the Class Period.

**If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment to the same address as this Class Notice. You do not have to do anything to receive a payment.** If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty Percent (20%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Eighty Percent (80%) of each Participating Class Member's Individual Class Payment is in settlement of claims for non-wages, expense reimbursement, interest and penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the individual who failed to cash their check.

Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member challenges over shifts or pay periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

#### **4. What Do I Release Under the Settlement?**

Released Class Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts and allegations stated in the Actions and/or the Operative Complaint, which occurred during the Class Period, including any and all claims involving any alleged unfair business practices, failure to pay for all wages due (including minimum, overtime, sick pay at the correct rate), failure to provide legally required meal periods and rest breaks and failure to pay premium pay at the regular rate of pay for missed or improper meal periods and/or rest breaks, failure to pay for reporting time pay, failure to timely pay all wages due, failure to provide accurate wage statements, failure to keep accurate time records, and failure to reimburse for business expenses, or alleged violation of Labor Code §§201–204, 210, 218, 221, 226, 226.7, 233, 246, 510, 512, 1194, 1197, 1197.1, 1198, 2802, the applicable wage orders, and Business and Professions Code § 17200, *et seq.* (collectively, the “Released Class Claims”). Except as set forth in the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment benefits, social security benefits, workers’ compensation benefits, or claims based on facts occurring outside the Class Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant and any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court’s orders in the Action will apply to you and legally bind you.

Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs and all Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, and Plaintiffs as agents and proxies of the State of California (including the LWDA) are deemed to waive, release, and discharge the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the factual allegations or legal theories stated in the Actions, the PAGA Notices, and/or the Operative Complaint, which occurred during the PAGA Period, including any and all PAGA claims based on any alleged unfair business practices, failure to pay for all wages due (including minimum, overtime, sick pay at the correct rate), failure to provide legally required meal periods and rest breaks and failure to pay premium pay at the regular rate of pay for missed or improper meal periods and/or rest breaks, failure to pay for reporting time pay, failure to timely pay all wages due, failure to provide accurate wage statements, failure to keep accurate time records, failure to reimburse for business expenses, failure to provide suitable seating, or alleged violation of Labor Code §§ 201–204, 210, 218, 221, 226, 226.7, 227.3, 246, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, 2699, *et seq.*, the applicable wage orders, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14), and the applicable wage orders. Except as set forth in this Agreement, Aggrieved Employees do not release any other claims, including claims for

vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment benefits, social security benefits, workers' compensation benefits, or claims based on facts occurring outside the PAGA Period.

Released Parties. The Released Parties are: Defendant and each of its former and present directors, officers, shareholders, owners, employees, agents, principals, representatives, attorneys, insurers and reinsurers, accountants, consultants, predecessors, successors, acquirers, affiliates, parents, assigns and subsidiaries.

#### **5. How much will my payment be?**

Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of shifts worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's shifts during the Class Period.

**Defendant's records reflect that you worked <<\_\_\_\_>> shifts during the Class Period (January 1, 2022 through December 31, 2024).**

**Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is <<\_\_\_\_>>.**

**Defendant's records reflect that you worked <<\_\_\_\_>> PAGA Pay Periods during the during the PAGA Period (September 8, 2022 to the December 31, 2024). Based on this information your estimated Individual PAGA Payment is <<\_\_\_\_>>.**

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is \_\_\_\_\_ [forty-five (45) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the dispute to \_\_\_\_\_ or email the dispute to \_\_\_\_\_ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of shifts and/or pay periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve challenges to shifts and/or pay periods based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

#### **6. How can I get a payment?**

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment will be mailed automatically to the same address as this Class Notice.

The Administrator will send, by U.S. mail, a check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment. The Administrator will send, by U.S. mail, an Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., Non-Participating Class Member).

**Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Class Notice has the Administrator's contact information.**

#### **7. What if I don't want to be a part of the Class Settlement?**

If you do not wish to participate in the Class Settlement, you may exclude yourself from the Class portion of the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendant for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Penalties and will remain bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion.

To opt out, you must submit to the Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is \_\_\_\_\_. You may also fax your request to opt out to \_\_\_\_\_ or email the dispute to \_\_\_\_\_ by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Mejia v. Chico's FAS, Inc.* lawsuit. The request to opt-out should state the Class Member's full name, address and email address or telephone number. Please include the name and number of the case, which is *Mejia v. Chico's FAS, Inc.*, Case No. 23TRCV03862. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is \_\_\_\_\_. Written requests for exclusion that are postmarked after \_\_\_\_\_, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Class Settlement and the release described above.

#### **8. How do I Object to the Settlement?**

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for \_\_\_\_\_, Class Counsel and Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the

amount Plaintiffs are requesting as Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Class Counsel's website at [www.bamlawca.com](http://www.bamlawca.com) under "Class Notices" for *Mejia v. Chico's FAS* or on the Court's website (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering the Case No. 23TRCV03862.

A Participating Class Member who disagrees with any aspect of the Agreement and/or the Motion for Final Approval may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The Response Deadline for sending written objections to the Administrator is \_\_\_\_\_** [forty-five (45) days after the date of the Notice or an additional 14 days after the Notice in the case of re-mailing]. You may also fax the dispute to \_\_\_\_\_ or email the dispute to \_\_\_\_\_ by no later than this Response Deadline. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Mejia v. Chico's FAS, Inc.*, Case No. 23TRCV03862, and include your name, current address, email or telephone number, and approximate dates of employment for Defendant and sign the objection. The Administrator's contact information is as follows:

**Administrator:**

Name of Company: ILYM Group, Inc.

Email Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Settlement Website: \_\_\_\_\_

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. You also have the option to appear at the hearing by audio or video. Instructions on how to do so are available on the Court's website at <https://www.lacourt.org/lacc/>. Check the Court's website for the most current information. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing

The addresses for Parties' counsel are as follows:

**CLASS COUNSEL:**

Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

2255 Calle Clara

La Jolla, CA 92037

Tel.: (858) 551-1223

Fax: (858) 551-1232

E-Mail: [kyle@bamlawca.com](mailto:kyle@bamlawca.com)

### **COUNSEL FOR DEFENDANT:**

Melinda S. Riechert  
Julia Riechert  
Orrick, Herrington & Sutcliffe LLP  
1000 Marsh Road  
Menlo Park, CA 94025-1015

#### **9. Can I Attend the Final Approval Hearing?**

You can, but don't have to, attend the Final Approval Hearing at \_\_\_\_\_ (Pacific Standard Time) on \_\_\_\_\_, in Department B of the Superior Court of California, County of Los Angeles, Torrance Courthouse, 825 Maple Avenue, Torrance, CA 90503, before Judge Patricia A. Young. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to Plaintiffs. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing in remotely using the Court Connect procedure at <https://www.lacourt.org/lacc/>. You may also appear in person. Check the Court's website for the most current information on appearing in Court.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at [www.bamlawca.com](http://www.bamlawca.com) under "Class Notices" for *Mejia v. Chico's FAS*. In addition, hearing dates are posted on the Internet via the Case Access page for the Los Angeles County Superior Court (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering the Case No. 23TRCV03862.

#### **10. How Can I Get More Information?**

You may call the Administrator at \_\_\_\_\_ or write to *Mejia v. Chico's FAS, Inc.* Administrator, c/o \_\_\_\_\_.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for final approval or other Settlement documents by going to on Class Counsel's website at [www.bamlawca.com](http://www.bamlawca.com) under "Class Notices" for *Mejia v. Chico's FAS*, where these documents will be posted as they become available. You may get more details by examining the Court's file on the Internet via the Case Access page for the California Superior Court for the County of Los Angeles (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering the Case No. 23TRCV03862. If you wish to view the Court files in person, you are encouraged to make an appointment with the Clerk's Office at the Torrance Courthouse by calling (310) 787-3693.

**PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.**

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Lose Your Check** - If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Administrator shall direct all unclaimed funds to be paid to the California Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check. The funds may be claimed at [https://www.sco.ca.gov/upd\\_msg.html](https://www.sco.ca.gov/upd_msg.html).

**EXHIBIT #3**

# Blumenthal Nordrehaug Bhowmik DeBlouw LLP

2255 CALLE CLARA  
LA JOLLA, CA - California 92037-3107

## INVOICE

Invoice # 1  
Date: 01/08/2026  
Due On: 02/07/2026

Marlin Mejia  
319 Arloncourt Road  
Seaside, CA 93955

**CA3039**

**Chico's FAS**

### Services

| Attorney | Date       | Notes                                                                                                                                                                                                                    | Quantity | Rate     | Total      |
|----------|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|------------|
| NDB      | 07/26/2023 | Review and analyze original intake notes. Legal research related litigation in state and federal court. Review and research previous settlements. Research Defendant's business operations in CA. Analyze facts and law. | 3.60     | \$850.00 | \$3,060.00 |
| NDB      | 07/27/2023 | Review entire employment file for legal claims. Review paystubs for regular rate and 226(a) violations. Legal research regrading the same.                                                                               | 3.40     | \$850.00 | \$2,890.00 |
| NDB      | 07/28/2023 | Review Plaintiff's individual claims for retaliation and discrimination. Review and analyze off the clock work tasks and meal break claims. Legal research regrading the same.                                           | 2.90     | \$850.00 | \$2,465.00 |
| NDB      | 07/30/2023 | Review facts and law. Draft original complaint. Research rest break and 2802 claims.                                                                                                                                     | 3.90     | \$850.00 | \$3,315.00 |
| NDB      | 08/15/2023 | Obtain background facts from Plaintiff regarding wage and hour issues. Finish drafting complaint.                                                                                                                        | 2.20     | \$850.00 | \$1,870.00 |
| NDB      | 08/23/2023 | Send complaint to Plaintiff for approval to file. Discuss complaint with plaintiff. Review revise complaint. Finalize.                                                                                                   | 1.10     | \$850.00 | \$935.00   |
| NDB      | 09/02/2023 | Review facts and law. Draft internal case notes memo detailing specific violations.                                                                                                                                      | 1.90     | \$850.00 | \$1,615.00 |
| NDB      | 09/06/2023 | Review and analyze PAGA claims and penalties.                                                                                                                                                                            | 1.80     | \$850.00 | \$1,530.00 |

|    |            |                                                                                                                                                                                                                                 |      |          |            |
|----|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
|    |            | Legal research regarding the same. Draft PAGA Notice.                                                                                                                                                                           |      |          |            |
| RE | 11/15/2023 | Review case notes/damage analysis                                                                                                                                                                                               | 0.75 | \$675.00 | \$506.25   |
| RE | 11/16/2023 | Review & analyze employment file documents                                                                                                                                                                                      | 2.50 | \$675.00 | \$1,687.50 |
| RE | 11/19/2023 | Draft PAGA only complaint                                                                                                                                                                                                       | 4.50 | \$675.00 | \$3,037.50 |
| RE | 11/21/2023 | Review, edit & revise class action complaint; finalize draft                                                                                                                                                                    | 3.00 | \$675.00 | \$2,025.00 |
| RE | 11/21/2023 | Draft summons and civil case cover sheet re class action                                                                                                                                                                        | 0.50 | \$675.00 | \$337.50   |
| RE | 11/21/2023 | Review & finalize class action complaint package; file in Monterey Sup. Ct.                                                                                                                                                     | 0.75 | \$675.00 | \$506.25   |
| RE | 11/22/2023 | Draft summons, civil case cover sheet & addendum/statement of location re PAGA action                                                                                                                                           | 0.50 | \$675.00 | \$337.50   |
| RE | 11/22/2023 | Review & finalize PAGA only complaint package; file in LA Sup. Ct.                                                                                                                                                              | 0.75 | \$675.00 | \$506.25   |
| RE | 11/22/2023 | Review court returned docs re PAGA action; review docket; memo to firm re judicial/ department assignment and status of initial case management conference                                                                      | 0.75 | \$675.00 | \$506.25   |
| RE | 11/22/2023 | Provide notice to LWDA of PAGA action filing                                                                                                                                                                                    | 0.40 | \$675.00 | \$270.00   |
| HD | 11/22/2023 | Review filed Paga complaint. Add case to Master Case Sheet. Register to track the case via Lexis-Court Link.                                                                                                                    | 0.50 | \$250.00 | \$125.00   |
| RE | 11/27/2023 | Review court returned docs re class action; review docket; memo to firm re judicial/ department assignment and status of initial case management conference                                                                     | 0.75 | \$675.00 | \$506.25   |
| TM | 11/27/2023 | Reviewed Court's Notice of Order to Show Cause Hearing; Reviewed Court's Notice of Case Management Conference.                                                                                                                  | 0.40 | \$450.00 | \$180.00   |
| HD | 11/28/2023 | Review filed Class complaint. Add case to Master Case Sheet. Create Case Management Flow Chart. Email introductory correspondence to client now that Complaint has been filed. Register to track the case via Lexis-Court Link. | 0.50 | \$250.00 | \$125.00   |
| TM | 11/28/2023 | Reviewed Court's Notice of Assignment and Case Management Conference.                                                                                                                                                           | 0.20 | \$450.00 | \$90.00    |
| TM | 12/13/2023 | Reviewed file; Document management: created exhibit book                                                                                                                                                                        | 0.50 | \$450.00 | \$225.00   |
| JH | 01/05/2024 | Review/analyze docs; update exhibit book and case notes                                                                                                                                                                         | 0.60 | \$750.00 | \$450.00   |

|    |            |                                                                                                                        |      |          |          |
|----|------------|------------------------------------------------------------------------------------------------------------------------|------|----------|----------|
| TM | 01/16/2024 | Reviewed court's notice of case reassignment.                                                                          | 0.20 | \$450.00 | \$90.00  |
| RE | 01/17/2024 | Review file; prep docs for service of process re PAGA action; identify reg agent; send out for service via knox        | 0.75 | \$675.00 | \$506.25 |
| RE | 01/17/2024 | Review file; prep docs for service of process re class action; identify reg agent; send out for service via knox       | 0.70 | \$675.00 | \$472.50 |
| RE | 01/22/2024 | File Proof of Service of Summons re PAGA action; memo to firm re post service written discovery                        | 0.50 | \$675.00 | \$337.50 |
| RE | 01/25/2024 | File Proof of Service of Summons re class action; memo to firm re post service written discovery                       | 0.50 | \$675.00 | \$337.50 |
| JH | 02/08/2024 | Review file and claims; correspondence with defense counsel re mediation and mediation numbers; advise AJB             | 1.00 | \$750.00 | \$750.00 |
| TM | 02/15/2024 | Reviewed and analyzed Defendant's Answer to Complaint.                                                                 | 0.80 | \$450.00 | \$360.00 |
| JH | 02/20/2024 | Review/analyze Defendant's NOR; circulate and advise team re remand                                                    | 1.00 | \$750.00 | \$750.00 |
| HD | 02/21/2024 | Draft Notice of Appearances in Northern District Court (Class) for Attorneys Bhowmik, Herman and Puche.                | 1.00 | \$250.00 | \$250.00 |
| TM | 02/21/2024 | Reviewed Defendant's notice of stay of proceedings.                                                                    | 0.20 | \$450.00 | \$90.00  |
| HD | 02/21/2024 | Finalize and submit Notice of Appearances for Attorneys AJB, JSH, and SP for filing and service via ECF.               | 0.50 | \$250.00 | \$125.00 |
| TM | 02/22/2024 | Reviewed and analyzed Defendant's notice of removal and supporting documents.                                          | 1.40 | \$450.00 | \$630.00 |
| JH | 02/26/2024 | Further review NOR; research for remand; f/u with AJB and defense counsel re proposed mediation and proposed mediators | 1.00 | \$750.00 | \$750.00 |
| JH | 02/28/2024 | Corresp. w defense counsel re parameters of mediation; research prior settlement; advise AJB                           | 1.00 | \$750.00 | \$750.00 |
| SP | 02/28/2024 | Reveiwed calendar, docket, case file and correspondence in preparation for hearing/appearance. Discussed with Team.    | 0.20 | \$675.00 | \$135.00 |
| JH | 02/29/2024 | Corresp. with defense counsel re mediation dates; advise AJB                                                           | 0.30 | \$750.00 | \$225.00 |
| TM | 03/05/2024 | Reviewed Court's notice re consent or declination of magistrate.                                                       | 0.20 | \$450.00 | \$90.00  |

|    |            |                                                                                                                                                                                                                                    |      |          |            |
|----|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| SP | 03/05/2024 | Reviewed notice re: Consent or Declination. Discussed with team.                                                                                                                                                                   | 0.90 | \$675.00 | \$607.50   |
| HD | 03/06/2024 | Prepare Declination To Magistrate Judge Jurisdiction. Forward to Attorney Herman for review and execution.                                                                                                                         | 0.50 | \$250.00 | \$125.00   |
| HD | 03/06/2024 | Review case notes and status of matter. Prepare Case Management Statement (CM110) for the Paga Matter. Forward to Attorney Herman for review and finalization.                                                                     | 0.50 | \$250.00 | \$125.00   |
| JH | 03/06/2024 | Review order; complete declination to magistrate jurisdiction                                                                                                                                                                      | 0.30 | \$750.00 | \$225.00   |
| TM | 03/06/2024 | Reviewed Court's notice of impending reassignment.                                                                                                                                                                                 | 0.20 | \$450.00 | \$90.00    |
| JH | 03/06/2024 | Review file; revise draft stipulation to stay pending mediation                                                                                                                                                                    | 0.50 | \$750.00 | \$375.00   |
| HD | 03/06/2024 | Prepare Proof of Service. Execute and finalize. File and Serve Plaintiff's Declination To Magistrate Judge Jurisdiction via ECF.                                                                                                   | 0.30 | \$250.00 | \$75.00    |
| HD | 03/06/2024 | Execute and finalize Proof of Service. Process and submit Plaintiff's Case Management Statement to Court for filing via One Legal and serve via email. (Paga)                                                                      | 0.50 | \$250.00 | \$125.00   |
| HD | 03/06/2024 | Execute and finalize Proof of Service. Process and submit Joint Stipulation and Proposed Order to Stay Case Pending Mediation and Continue CMC Scheduled for March 21, 2024 to Court for filing via One Legal and serve via email. | 0.50 | \$250.00 | \$125.00   |
| SP | 03/06/2024 | Reveiwed calendar, docket and case file for upcoming appearance/deadline. Discussed with team. Reveiwed notes, calendar, pleadings and correspondence. Drafted stipulation, reviewed and finalize.                                 | 2.70 | \$675.00 | \$1,822.50 |
| TM | 03/07/2024 | Reviewed Defendant's Answer to Plaintiff's PAGA Complaint.                                                                                                                                                                         | 0.80 | \$450.00 | \$360.00   |
| TM | 03/08/2024 | Reviewed Court's order re stipulation to stay.                                                                                                                                                                                     | 0.20 | \$450.00 | \$90.00    |
| SB | 03/08/2024 | Review complaint, analyze, advise ND                                                                                                                                                                                               | 2.60 | \$450.00 | \$1,170.00 |
| TM | 03/12/2024 | Reviewed file and court docket to draft OSC Statement re POS.                                                                                                                                                                      | 0.50 | \$450.00 | \$225.00   |
| TM | 03/14/2024 | Drafted OSC statement re POS, Failure to Prosecute, and Failure to file Default; advised HD re filing and service of OSC statement.                                                                                                | 0.80 | \$450.00 | \$360.00   |
| HD | 03/14/2024 | Execute and finalize Proof of Service. Process and submit OSC Statement to Court for filing via                                                                                                                                    | 0.50 | \$250.00 | \$125.00   |

|                                |            |                                                                                                                                                                               |      |          |            |
|--------------------------------|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| One Legal and serve via email. |            |                                                                                                                                                                               |      |          |            |
| TM                             | 03/19/2024 | Reviewed Defendant's declaration re filing Removal.                                                                                                                           | 0.20 | \$450.00 | \$90.00    |
| TM                             | 03/21/2024 | Reviewed Defendant's Notice of Appearance.                                                                                                                                    | 0.10 | \$450.00 | \$45.00    |
| TM                             | 03/21/2024 | Reviewed file and pertinent documents; Reviewed Records Request for Konde; Email to OPC re Records Request for Konde.                                                         | 0.40 | \$450.00 | \$180.00   |
| SB                             | 03/21/2024 | Revise complaint, advise ND                                                                                                                                                   | 2.80 | \$450.00 | \$1,260.00 |
| JH                             | 04/01/2024 | Discuss with ND re new rep and amended PAGA notice; advise SP                                                                                                                 | 0.30 | \$750.00 | \$225.00   |
| JH                             | 04/11/2024 | Review/analyze Defendant's mediation document production; update file                                                                                                         | 1.00 | \$750.00 | \$750.00   |
| TM                             | 04/12/2024 | Reviewed letter from OPC and Plaintiff's employment records.                                                                                                                  | 0.90 | \$450.00 | \$405.00   |
| SP                             | 04/12/2024 | Reviewed correspondence, case notes, docket, pleadings and rep folder. Drafted Amended PAGA notice and First Amended Complaint adding Plaintiff. Sent correspondence to team. | 2.30 | \$675.00 | \$1,552.50 |
| JH                             | 04/15/2024 | Review/revise draft amended PAGA letter and FAC; advise SP                                                                                                                    | 0.40 | \$750.00 | \$300.00   |
| SP                             | 04/15/2024 | Reviewed correspondence, revised and finalized PAGA Notice. Arranged for certified mail service of PAGA Notice and uploaded to the LWDA. Sent courtesy copy to Defendant.     | 1.40 | \$675.00 | \$945.00   |
| NDB                            | 04/18/2024 | Review and analyze claims of additional Plaintiff Konde. Discuss facts with plaintiff. Review and research discrimination and meal and rest break claims of new Plaintiff.    | 1.80 | \$850.00 | \$1,530.00 |
| TM                             | 05/09/2024 | Email to and from OPC re CMC.                                                                                                                                                 | 0.40 | \$450.00 | \$180.00   |
| TM                             | 05/10/2024 | Planned and prepared meet and confer call with OPC re CMC; Meet and confer call with OPC re CMC.                                                                              | 1.50 | \$450.00 | \$675.00   |
| JH                             | 05/13/2024 | Review Order re ADR designation; circulate; prepare designation and advise re filing; review Local Rules re cert motion filing deadlines and advise team                      | 0.50 | \$750.00 | \$375.00   |
| TM                             | 05/13/2024 | Email to and from OPC re Joint ADR Certification; Reviewed Defendant's proposed Joint ADR Certification.                                                                      | 0.60 | \$450.00 | \$270.00   |
| TM                             | 05/20/2024 | Continued drafting Joint CMC Statement; Revised draft of joint CMC statement; email to OPC re joint CMC statement.                                                            | 1.40 | \$450.00 | \$630.00   |

|    |            |                                                                                                                                                                                                                                                                                                |      |          |            |
|----|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| TM | 05/20/2024 | Email to and from OPC re joint CMC statement.                                                                                                                                                                                                                                                  | 0.40 | \$450.00 | \$180.00   |
| JH | 05/20/2024 | Review file; draft/revise joint report; advise TM                                                                                                                                                                                                                                              | 0.60 | \$750.00 | \$450.00   |
| TM | 05/23/2024 | Email to and from OPC re joint CMC statement; reviewed Defendant's revisions to joint CMC Statement; revised joint CMC Statement.                                                                                                                                                              | 1.40 | \$450.00 | \$630.00   |
| TM | 05/23/2024 | Drafted Plaintiff's Certificate of Interested Parties; advised HD re filing,                                                                                                                                                                                                                   | 0.40 | \$450.00 | \$180.00   |
| JH | 05/23/2024 | Review Defendant's revisions to joint report; advise TM re further revisions                                                                                                                                                                                                                   | 0.50 | \$750.00 | \$375.00   |
| HD | 05/23/2024 | File and serve Certificate of Interested Entities via ECF.                                                                                                                                                                                                                                     | 0.30 | \$250.00 | \$75.00    |
| TM | 05/23/2024 | Email to and from OPC re joint CMC statement; reviewed Defendant's joint CMC Statement.                                                                                                                                                                                                        | 0.60 | \$450.00 | \$270.00   |
| TM | 05/24/2024 | Advised HD re filing and deadlines re joint CMC Statement.                                                                                                                                                                                                                                     | 0.20 | \$450.00 | \$90.00    |
| JH | 05/31/2024 | Review file and Joint Report; prepare for and attend initial CMC; advise team                                                                                                                                                                                                                  | 1.00 | \$750.00 | \$750.00   |
| HD | 06/03/2024 | Review and assess Complaint and allegations against Defendant. Draft shells for Plaintiff's written discovery request, set one, including Request For Production, Request For Admission, Interrogatories, Notice of Deposition of Defendant's PMK and Proof of Service. (Federal Court -Class) | 1.50 | \$250.00 | \$375.00   |
| HD | 06/03/2024 | Draft Belaire Notice to include as an Exhibit to Interrogatories, Set One.                                                                                                                                                                                                                     | 0.50 | \$250.00 | \$125.00   |
| TM | 06/04/2024 | Reviewed Court's minute order re CMC.                                                                                                                                                                                                                                                          | 0.20 | \$450.00 | \$90.00    |
| TM | 06/25/2024 | Drafted Plaintiff's Motion to Remand.                                                                                                                                                                                                                                                          | 2.00 | \$450.00 | \$900.00   |
| TM | 06/26/2024 | Continued drafting Plaintiff's Motion to Remand.                                                                                                                                                                                                                                               | 1.00 | \$450.00 | \$450.00   |
| TM | 06/27/2024 | Drafted Plaintiff's Motion to Remand; Legal Research re case law for ND.                                                                                                                                                                                                                       | 4.00 | \$450.00 | \$1,800.00 |
| HD | 06/27/2024 | Research and review Judge Chhabria's Standing Order re Motions (rules and procedures) pertaining to Motions to Remand. Prepare and send email correspondence to attorney Moran.                                                                                                                | 0.30 | \$250.00 | \$75.00    |
| JH | 06/28/2024 | Review/revise draft motion to remand; advise TM                                                                                                                                                                                                                                                | 1.00 | \$750.00 | \$750.00   |
| TM | 06/28/2024 | Revised and finalized Plaintiff's Motion to Remand; Drafted Proposed Order and Notice ISO Remand; Advised HD re filing/service of Remand.                                                                                                                                                      | 1.80 | \$450.00 | \$810.00   |
| HD | 06/28/2024 | Prepare Table of Content and Table of Authorities                                                                                                                                                                                                                                              | 1.00 | \$250.00 | \$250.00   |

|     |            |                                                                                                                                                                                                                                                                                                                           |      |          |            |
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|     |            | for Motion to Remand.                                                                                                                                                                                                                                                                                                     |      |          |            |
| HD  | 06/28/2024 | Process file/serve Motion for Remand to State Court with Northern District Court. Email chambers with Word version of the Proposed Order.                                                                                                                                                                                 | 0.50 | \$250.00 | \$125.00   |
| TM  | 07/16/2024 | Reviewed and analyzed Defendant's Opposition to Plaintiff's Motion to Remand.                                                                                                                                                                                                                                             | 1.20 | \$450.00 | \$540.00   |
| TM  | 07/17/2024 | Drafted Plaintiff's Reply ISO Motion for Remand.                                                                                                                                                                                                                                                                          | 2.00 | \$450.00 | \$900.00   |
| JH  | 07/19/2024 | Review and revise Mtn to Remand Reply brief; advise TM                                                                                                                                                                                                                                                                    | 1.00 | \$750.00 | \$750.00   |
| HD  | 07/19/2024 | Process, file/serve Plaintiff's Reply Brief In Support of Plaintiff's Motion to Remand Case to State Court.                                                                                                                                                                                                               | 0.50 | \$250.00 | \$125.00   |
| TM  | 08/08/2024 | Legal research re Northern District Local rules and Judge's chamber rules re Motion to Remand; Discussed strategy with team; emails to and from OPC re stipulation to appear remotely; Drafted Admin Motion to Convert hearing to zoom; drafted joint stipulation to convert hearing to zoom; drafted Proposed Order ISO. | 3.20 | \$450.00 | \$1,440.00 |
| TM  | 08/12/2024 | Planned and prepared for oral argument re Motion to Remand.                                                                                                                                                                                                                                                               | 0.60 | \$450.00 | \$270.00   |
| TM  | 08/12/2024 | Reviewed Court's notice vacating motion hearing.                                                                                                                                                                                                                                                                          | 0.20 | \$450.00 | \$90.00    |
| JH  | 08/22/2024 | Review/analyze Court's Order on Mtn to Remand; circulate and advise team                                                                                                                                                                                                                                                  | 0.60 | \$750.00 | \$450.00   |
| SP  | 08/22/2024 | Reviewed documents, case notes, pleadings, docket and correspondence. Circulated Court Order. Drafted Mediation Data Request.                                                                                                                                                                                             | 2.30 | \$675.00 | \$1,552.50 |
| TM  | 08/25/2024 | Reviewed and analyzed Court's order re remand.                                                                                                                                                                                                                                                                            | 0.30 | \$450.00 | \$135.00   |
| SP  | 08/30/2024 | Reveiwed documents, calendar, case notes and sent correspondence confirming Mediation Data would be provided timely in anticipation of Mediation.                                                                                                                                                                         | 0.30 | \$675.00 | \$202.50   |
| AB  | 09/27/2024 | Review/analyze status of prepping for mediation. Draft mediation brief.                                                                                                                                                                                                                                                   | 2.00 | \$895.00 | \$1,790.00 |
| NDB | 09/28/2024 | Review and revise mediation brief. Analyze facts and law.                                                                                                                                                                                                                                                                 | 2.90 | \$850.00 | \$2,465.00 |
| HD  | 09/30/2024 | Receive and download Defendant's Documents for purposes of Mediation. Save the documents to the electronic file and upload and share with experts via Box.                                                                                                                                                                | 0.30 | \$250.00 | \$75.00    |
| JH  | 10/01/2024 | Review/analyze mediation data/doc production                                                                                                                                                                                                                                                                              | 1.50 | \$750.00 | \$1,125.00 |

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|     |            | from defendant; circulate and updated file/notes                                                                                                                                                                                                                                     |      |          |            |
| AB  | 10/01/2024 | Review/analyze stats from defense attorney re class. Draft mediation brief. Advise team of work needed.                                                                                                                                                                              | 2.00 | \$895.00 | \$1,790.00 |
| SP  | 10/01/2024 | Reveiwed documents, case notes, correspondence and pleadings. Compiled prepared and finalized mediation privilege documents for service on Defendant and served.                                                                                                                     | 3.40 | \$675.00 | \$2,295.00 |
| SB  | 10/01/2024 | Speak with client in advance of mediation, analyze claims, advise AJB                                                                                                                                                                                                                | 2.60 | \$450.00 | \$1,170.00 |
| NDB | 10/01/2024 | Review and analyze all data for mediation purposes. Review case demographics. Legal research wage and hour issues. Prepare for mediation.                                                                                                                                            | 3.40 | \$850.00 | \$2,890.00 |
| TM  | 10/02/2024 | Reviewed and analyzed Defendant's settlement communications and data for mediation.                                                                                                                                                                                                  | 0.30 | \$450.00 | \$135.00   |
| SP  | 10/02/2024 | Reviewed calendar, docket and correspondence for upcoming deadline/appearance and advised team.                                                                                                                                                                                      | 0.20 | \$675.00 | \$135.00   |
| JH  | 10/04/2024 | Corresp w defense counsel re mediation doc/data production; discuss with SP                                                                                                                                                                                                          | 0.40 | \$750.00 | \$300.00   |
| NDB | 10/07/2024 | Review timekeeping data for rounding and meal break claims and Defendant's written wage and hour policy documents. Legal research. Analyze Plaintiff's paystubs for wage statement violations.                                                                                       | 2.90 | \$850.00 | \$2,465.00 |
| JH  | 10/08/2024 | Review expert mediation data analysis; discuss with AJB                                                                                                                                                                                                                              | 0.40 | \$750.00 | \$300.00   |
| SP  | 10/08/2024 | Reveiwed correspondence and documents from OPC re: Mediation. Discussed with AJB. Sent correspondence to OPC.                                                                                                                                                                        | 0.50 | \$675.00 | \$337.50   |
| SP  | 10/08/2024 | Reviewed case notes, correspondence from expert and documents. Sent correspondence to Expert.                                                                                                                                                                                        | 0.80 | \$675.00 | \$540.00   |
| SP  | 10/09/2024 | Reviewed analysis from Expert, saved to file.                                                                                                                                                                                                                                        | 0.70 | \$675.00 | \$472.50   |
| SP  | 10/10/2024 | Reviewed documents and information sent from Client. Called and left messages for co-workers. Discussed case with sales associated and saved case notes to file. Obtained executed retainer and authorization. Drafted and sent 1198.5 letter. Saved client docs. Discussed wth AJB. | 3.40 | \$675.00 | \$2,295.00 |
| SB  | 10/10/2024 | Calculate individual damages, add those to case notes, advise AJB                                                                                                                                                                                                                    | 2.80 | \$450.00 | \$1,260.00 |
| NDB | 10/10/2024 | Research previous settlements with similar claims                                                                                                                                                                                                                                    | 1.90 | \$850.00 | \$1,615.00 |

|     |            |                                                                                                                                                                                                         |      |          |            |
|-----|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
|     |            | and workweeks for mediation valuation. Review release issue in proposed draft MOU. Analyze individual facts of three Plaintiffs.                                                                        |      |          |            |
| SB  | 10/11/2024 | Prepare for mediation. review and analyze mediation brief, advise AJB                                                                                                                                   | 2.80 | \$450.00 | \$1,260.00 |
| NDB | 10/11/2024 | Review original intake notes of Plaintiff Gumarzay and analyze court docket and case file. Review and analyze entire employment file for claims. Research wage and hour issues. Discuss with Plaintiff. | 2.00 | \$850.00 | \$1,700.00 |
| NDB | 10/15/2024 | Review all mediation materials including exhibits attached thereto in preparation for mediation. Review and analyze expert damage and penalty report and notes and assumptions. Research.               | 1.50 | \$850.00 | \$1,275.00 |
| AB  | 10/16/2024 | Prep and appear for mediation.                                                                                                                                                                          | 6.00 | \$895.00 | \$5,370.00 |
| SB  | 10/16/2024 | Attend mediation                                                                                                                                                                                        | 8.00 | \$450.00 | \$3,600.00 |
| JH  | 10/17/2024 | Discuss with AJB re outcome of mediation and valuation; review/analyze draft MOU                                                                                                                        | 1.00 | \$750.00 | \$750.00   |
| NDB | 10/17/2024 | Review mediation notes and results. Review MOU terms and settlement amounts. Send MOU with explanation to 3 plaintiffs. Follow up call and emails to discuss terms and obtain signatures.               | 1.50 | \$850.00 | \$1,275.00 |
| SP  | 10/18/2024 | Discussed with Team. Reveiwed MOU, discussed MOU with clients. Arranged for signature of MOU.                                                                                                           | 2.70 | \$675.00 | \$1,822.50 |
| TM  | 10/20/2024 | Reviewed Court's order continuing post mediation status conference.                                                                                                                                     | 0.20 | \$450.00 | \$90.00    |
| JH  | 10/22/2024 | Further review MOU; draft longform agreement; discuss with KN; circulate to defense counsel for review                                                                                                  | 2.60 | \$750.00 | \$1,950.00 |
| HD  | 10/24/2024 | Draft Stipulation and Proposed Order for eave to amend the PAGA action to add class claims and new reps. Forward to attorney Moran for edits and finalization.                                          | 1.00 | \$250.00 | \$250.00   |
| TM  | 10/25/2024 | Reviewed and revised stipulation to file FAC; advised and discussed with team.                                                                                                                          | 0.60 | \$450.00 | \$270.00   |
| JH  | 10/25/2024 | Review/revise draft Stip to amend; advise TM                                                                                                                                                            | 0.40 | \$750.00 | \$300.00   |
| JH  | 10/25/2024 | F/u corresp w defense counsel re longform agreement; draft and send requests for settlement admin bids                                                                                                  | 0.30 | \$750.00 | \$225.00   |
| TM  | 10/28/2024 | Reviewed file and pertinent documents; drafted First Amended Class and Representative Complaint..                                                                                                       | 2.00 | \$450.00 | \$900.00   |

|    |            |                                                                                                                                                                                    |      |          |            |
|----|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| JH | 10/28/2024 | Review draft FAC; advise TM                                                                                                                                                        | 0.50 | \$750.00 | \$375.00   |
| TM | 10/28/2024 | Review file; drafted Declaration of Marlin Mejia ISO Plaintiffs' Motion for Preliminary Approval.                                                                                  | 2.00 | \$450.00 | \$900.00   |
| TM | 10/28/2024 | Review file; drafted Declaration of Basilia Konde ISO Plaintiffs' Motion for Preliminary Approval; drafted Declaration of Omarzay ISO Plaintiffs' Motion for Preliminary Approval. | 2.00 | \$450.00 | \$900.00   |
| SP | 10/28/2024 | Reviewed MOU, Settlement agreement, case notes and pleadings. Reviewed and revised FAC.                                                                                            | 0.90 | \$675.00 | \$607.50   |
| TM | 10/29/2024 | Email to OPC re FAC.                                                                                                                                                               | 0.20 | \$450.00 | \$90.00    |
| TM | 11/01/2024 | Email to and from OPC re FAC.                                                                                                                                                      | 0.40 | \$450.00 | \$180.00   |
| JH | 11/07/2024 | Review defendant's proposed revisions to stip and FAC; discuss with SP                                                                                                             | 0.50 | \$750.00 | \$375.00   |
| JH | 11/15/2024 | Review/analyze Defendant's voluminous revisions to longform; discuss with KN                                                                                                       | 2.00 | \$750.00 | \$1,500.00 |
| JH | 11/20/2024 | Corresp w defense counsel re agreement, settlement admin, and class notice; Discuss with KN                                                                                        | 0.50 | \$750.00 | \$375.00   |
| JH | 11/26/2024 | Discuss with KN; further revise longform agreements and circulate to defense counsel for review                                                                                    | 1.00 | \$750.00 | \$750.00   |
| TM | 12/02/2024 | Email from OPC re stipulation to file FAC; reviewed Defendant's revisions to stipulation; discussed with team.                                                                     | 0.50 | \$450.00 | \$225.00   |
| HD | 12/02/2024 | Review ROA and status of case (PAGA) Prepare shell CMC Statement (CM110) Forward to attorney Herman for completion and finalization.                                               | 0.50 | \$250.00 | \$125.00   |
| SP | 12/02/2024 | Reveiwed calendar, case notes, docket pleadings and correspondence to prepare for deadline/appearance. Discussed with Team.                                                        | 0.20 | \$675.00 | \$135.00   |
| JH | 12/03/2024 | Review file; draft/revise joint CMC stmt; circulate to defense counsel for review                                                                                                  | 0.70 | \$750.00 | \$525.00   |
| JH | 12/04/2024 | Review/analyze Defendant's proposed revisions to Joint Report; finalize and prepare for filing                                                                                     | 0.40 | \$750.00 | \$300.00   |
| TM | 12/04/2024 | Continued revising FAC and stipulation to file FAC; discussed with team.                                                                                                           | 0.50 | \$450.00 | \$225.00   |
| KN | 12/04/2024 | Review Def revisions to draft agreement; analysis of issues; review and respond to memo of issues from JH; advise JH as to additional issues and next steps                        | 2.50 | \$950.00 | \$2,375.00 |
| JH | 12/05/2024 | Discuss with KN re Defendant's revisions to                                                                                                                                        | 1.00 | \$750.00 | \$750.00   |

|                          |            |                                                                                                                                                                                              |      |          |            |
|--------------------------|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| longform; further revise |            |                                                                                                                                                                                              |      |          |            |
| SP                       | 12/05/2024 | Reviewed FAC and MOU and discussed with Team.                                                                                                                                                | 0.80 | \$675.00 | \$540.00   |
| JH                       | 12/10/2024 | Review/further revise stip and FAC; advise SP                                                                                                                                                | 0.50 | \$750.00 | \$375.00   |
| SP                       | 12/19/2024 | Prepared and appeared for Status Conference. Drafted case update and circulated and saved to file.                                                                                           | 1.20 | \$675.00 | \$810.00   |
| JH                       | 12/19/2024 | Review/analyze file; advise SP re CMC                                                                                                                                                        | 0.40 | \$750.00 | \$300.00   |
| JH                       | 01/07/2025 | Review/analyze Defendant's proposed further revisions to longform; discuss with KN                                                                                                           | 1.00 | \$750.00 | \$750.00   |
| KN                       | 01/17/2025 | Review revisions and comments from the Defendant; advise JH                                                                                                                                  | 1.00 | \$950.00 | \$950.00   |
| JH                       | 01/17/2025 | Further discuss with KN re Defendant's additional revision to settlement agreement; further revise and circulate to Defendant for review                                                     | 0.70 | \$750.00 | \$525.00   |
| JH                       | 01/22/2025 | Review Defendant's further revisions to longform agreement; discuss with KN; research re tax considerations for service award                                                                | 0.80 | \$750.00 | \$600.00   |
| KN                       | 01/30/2025 | Analysis of settlement issues; review authorities; advise JH                                                                                                                                 | 0.50 | \$950.00 | \$475.00   |
| JH                       | 01/30/2025 | Further research issues re tax allocation of service award and defendant's proposed release; f/u corresp w defense counsel re same                                                           | 1.00 | \$750.00 | \$750.00   |
| JH                       | 02/28/2025 | Review defendant's final revisions to longform; discuss with KN; circulate for execution                                                                                                     | 0.40 | \$750.00 | \$300.00   |
| JH                       | 03/10/2025 | Review file; f/u with defense counsel re confirmation that agreement is ready for execution                                                                                                  | 0.20 | \$750.00 | \$150.00   |
| KN                       | 03/12/2025 | Review final draft of Agreement; review emails with Def; draft Exhibit to Agreement; draft proposed prelim order; email Defendant                                                            | 3.50 | \$950.00 | \$3,325.00 |
| JH                       | 03/12/2025 | Review draft exhibits to longform agreement; further revise stip and FAC and circulate to defense counsel for review                                                                         | 0.50 | \$750.00 | \$375.00   |
| HD                       | 03/12/2025 | Research and obtain court's availability for a hearing on Motion for Preliminary Approval of Settlement. Email correspondence to attorney Nordrehaug regarding court's current availability. | 0.30 | \$250.00 | \$75.00    |
| SP                       | 03/12/2025 | Reveiwed correspondence from KN, discussed with JSH. Reveiwed and analyzed prior correspondence, filings and pleadings.                                                                      | 0.50 | \$675.00 | \$337.50   |

|     |            |                                                                                                                                                                                                                                                |      |          |            |
|-----|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| TM  | 03/14/2025 | Reviewed Defendant's revisions to stipulation and FAC; finalized stip and FAC for filing.                                                                                                                                                      | 0.80 | \$450.00 | \$360.00   |
| HD  | 03/14/2025 | Execute and finalize Proof of Service. Process and submit Joint Stipulation and [Proposed] Order for Leave to File Plaintiff's First Amended Class and Representative Action Complaint to Court for filing via One Legal and served via email. | 0.50 | \$250.00 | \$125.00   |
| KN  | 03/17/2025 | Revise Exhibit A (Class Notice) per Def comments; prepare final Exhibit; prepare final Agreement with Exhibit and email Defendant; revise proposed order                                                                                       | 0.80 | \$950.00 | \$760.00   |
| NDB | 03/17/2025 | Review and analyze settlement agreement and exhibits for conformity with MOU terms. Follow up with three Plaintiffs to answer questions and obtain signatures.                                                                                 | 1.30 | \$850.00 | \$1,105.00 |
| AB  | 03/18/2025 | Review/analyze mediation brief/exhibits - draft Kullar analysis                                                                                                                                                                                | 3.00 | \$895.00 | \$2,685.00 |
| HD  | 03/18/2025 | Obtain, download and save Order For Leave to file First Amended Class and Representative Action Complaint to electronic file and circulate accordingly.                                                                                        | 0.30 | \$250.00 | \$75.00    |
| HD  | 03/18/2025 | Edit, Execute and finalize Proof of Service. Insert and attach exhibits. Process and submit First Amended Class and Representative Action Complaint to Court for filing via One Legal and serve via email.                                     | 0.50 | \$250.00 | \$125.00   |
| HD  | 03/19/2025 | Obtain and upload the filed FAC to the electronic file. Upload FAC to the LWDA website accordingly.                                                                                                                                            | 0.30 | \$250.00 | \$75.00    |
| JH  | 03/21/2025 | Review file; update AJB re status and pending deadlines; advise team                                                                                                                                                                           | 0.30 | \$750.00 | \$225.00   |
| JH  | 03/26/2025 | Draft/revise Joint Stip to Dismissal w out prejudice; circulate to defense counsel for review                                                                                                                                                  | 0.80 | \$750.00 | \$600.00   |
| TM  | 03/26/2025 | Text message to client re case status; phone call to client re case status.                                                                                                                                                                    | 0.30 | \$450.00 | \$135.00   |
| JH  | 03/27/2025 | Corresp w defense counsel re agreement, agreement exhibits, and stip to dismiss; discuss with KN: finalize agreement and stip; circulate for execution                                                                                         | 0.60 | \$750.00 | \$450.00   |
| KN  | 03/27/2025 | Review revisions to Agreement and Class Notice; analysis of issues; advise JH; update class notice to final                                                                                                                                    | 0.75 | \$950.00 | \$712.50   |
| TM  | 04/03/2025 | Finalized Gulalay Declaration ISO MPA, email to client; Finalized Basilia Declaration ISO MPA, email to client.                                                                                                                                | 0.60 | \$450.00 | \$270.00   |

|    |            |                                                                                                                                                                                                     |      |          |            |
|----|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| JH | 04/07/2025 | Conduct comprehensive research re Plaintiff Mejia to attempt contact and execute longform agreement; advise team re correspondence to Plaintiff re same; call client                                | 0.70 | \$750.00 | \$525.00   |
| JH | 04/08/2025 | Call with client re longform agreement                                                                                                                                                              | 0.30 | \$750.00 | \$225.00   |
| JH | 05/05/2025 | Review/revise draft CMC Stmt; advise TM                                                                                                                                                             | 0.20 | \$750.00 | \$150.00   |
| HD | 05/05/2025 | Edit, execute and finalize Proof of Service. Process and submit Plaintiffs' Case Management Statement to Court for filing and serve via email.                                                      | 0.50 | \$250.00 | \$125.00   |
| HD | 05/20/2025 | Discussion with attorneys regarding obtaining hearing date for the Preliminary Approval Motion.                                                                                                     | 0.20 | \$250.00 | \$50.00    |
| JH | 06/19/2025 | F/u corresp w defense counsel re MPA                                                                                                                                                                | 0.30 | \$750.00 | \$225.00   |
| TM | 06/22/2025 | Review file; planned and prepared for upcoming CMC.                                                                                                                                                 | 0.50 | \$450.00 | \$225.00   |
| KN | 06/25/2025 | Draft motion for preliminary approval; analysis of Kullar valuation issues; discuss with AJ; update approval outline; memo to Admin regarding declaration; revise draft motion and email Defendant. | 4.50 | \$950.00 | \$4,275.00 |
| JH | 06/25/2025 | Review final settlement admin decl.                                                                                                                                                                 | 0.20 | \$750.00 | \$150.00   |
| HD | 07/09/2025 | Reserve Hearing for Motion for Preliminary Approval of Class Settlement. Download and circulate confirmation.                                                                                       | 0.30 | \$250.00 | \$75.00    |
| KN | 07/10/2025 | Draft declaration ISO motion; prepare and insert detailed Kullar analysis; review and prepare exhibits for declaration.                                                                             | 3.75 | \$950.00 | \$3,562.50 |
| KN | 07/11/2025 | Review and revise motion for preliminary approval; update proposed order; finalize declaration; finalize motion for filing; file and serve motion; serve LWDA.                                      | 2.00 | \$950.00 | \$1,900.00 |
| JH | 08/11/2025 | Corresp. w defense counsel re final number to see if escalator is triggered                                                                                                                         | 0.30 | \$750.00 | \$225.00   |
| KN | 08/11/2025 | Court appearance - preliminary approval; prepare for hearing; emails with Def; memo to file                                                                                                         | 1.00 | \$950.00 | \$950.00   |
| KN | 08/25/2025 | Email with Def; finalize amended agreement; memo to staff                                                                                                                                           | 0.70 | \$950.00 | \$665.00   |
| KN | 08/27/2025 | Draft supplemental declaration; revise issue; file and serve documents; serve IWDA                                                                                                                  | 1.00 | \$950.00 | \$950.00   |
| JH | 09/10/2025 | Discuss with KN; prepare and appear for MPA; advise KN; review revised Proposed Order per Court's request                                                                                           | 1.00 | \$750.00 | \$750.00   |

|    |            |                                                                                                                                                                                                      |      |          |            |
|----|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| KN | 09/10/2025 | Review emails and memo from JH; revise proposed order; email Def                                                                                                                                     | 0.50 | \$950.00 | \$475.00   |
| KN | 09/10/2025 | Finalize proposed order; file and serve documents                                                                                                                                                    | 0.75 | \$950.00 | \$712.50   |
| TM | 09/17/2025 | Reviewed Court's preliminary approval order.                                                                                                                                                         | 0.20 | \$450.00 | \$90.00    |
| KN | 10/22/2025 | Review Adin email; review spreadsheet; double check figures; respond                                                                                                                                 | 0.30 | \$950.00 | \$285.00   |
| KN | 10/27/2025 | Review Admin email; review formatted class notice; respond                                                                                                                                           | 0.25 | \$950.00 | \$237.50   |
| TM | 11/30/2025 | Reviewed TPA's status report.                                                                                                                                                                        | 0.20 | \$450.00 | \$90.00    |
| JH | 12/19/2025 | Review/analyze MPA Order; review admin reports for opt-out numbers; further analyze 1st amd settlement agreement; draft MFA/Fee Motion notice and memorandum; circulate to KN for review and discuss | 3.70 | \$750.00 | \$2,775.00 |
| KN | 12/19/2025 | Review billing; update billing; research issue; correct issues                                                                                                                                       | 0.50 | \$950.00 | \$475.00   |
| KN | 12/22/2025 | Review and revise draft motion; memo to staff; email draft motion to Defendant; review Admin email an draft declaration; review and revise and respond to Defendant; draft proposed order            | 2.90 | \$950.00 | \$2,755.00 |
| JH | 12/26/2025 | Review KN rev to MFA/Fee Motion; anlayze draft decl. from settlement admin.; further review agreement and MPA order; draft declaration in support of MFA/Fee Motion; discuss with KN and advise      | 2.60 | \$750.00 | \$1,950.00 |
| KN | 01/06/2026 | Review and revise draft declaration; emails with staff; review draft exhibits and work on corrections                                                                                                | 1.25 | \$950.00 | \$1,187.50 |
| KN | 01/08/2026 | Review and revise motion documents; finalize proposed order; finalize motion; prepare final billing statement; prepare motion for filing; file and serve motion; serve LWDA                          | 2.75 | \$950.00 | \$2,612.50 |

**Quantity Subtotal 248.4**

**Services Subtotal \$168,610.00**

## Expenses

| Type    | Date       | Notes               | Quantity | Rate       | Total      |
|---------|------------|---------------------|----------|------------|------------|
| Expense | 09/08/2023 | PAGA Filing Fee     | 1.00     | \$75.00    | \$75.00    |
| Expense | 11/22/2023 | Onelegal/Court Fees | 1.00     | \$465.49   | \$465.49   |
| Expense | 11/27/2023 | Onelegal/Court Fees | 1.00     | \$1,494.53 | \$1,494.53 |

|                          |            |                                   |      |                    |             |
|--------------------------|------------|-----------------------------------|------|--------------------|-------------|
| Expense                  | 01/22/2024 | KNOX Filing and Messenger Service | 1.00 | \$62.95            | \$62.95     |
| Expense                  | 01/22/2024 | KNOX Filing and Messenger Service | 1.00 | \$158.25           | \$158.25    |
| Expense                  | 01/25/2024 | Onelegal/Court Fees               | 1.00 | \$19.71            | \$19.71     |
| Expense                  | 01/27/2024 | Onelegal/Court Fees               | 1.00 | \$19.10            | \$19.10     |
| Expense                  | 01/31/2024 | Onelegal/Court Fees               | 1.00 | \$51.48            | \$51.48     |
| Expense                  | 01/31/2024 | Onelegal/Court Fees               | 1.00 | \$102.95           | \$102.95    |
| Expense                  | 03/28/2024 | Mediation Fees - Ortman           | 1.00 | \$13,000.00        | \$13,000.00 |
| Expense                  | 10/24/2024 | Berger Consulting Group.          | 1.00 | \$7,920.00         | \$7,920.00  |
| Expense                  | 12/05/2024 | One Legal/Court Fees              | 1.00 | \$21.37            | \$21.37     |
| Expense                  | 01/29/2025 | One Legal/Court Fees              | 1.00 | \$23.44            | \$23.44     |
| Expense                  | 03/14/2025 | One Legal/Court Fees              | 1.00 | \$45.12            | \$45.12     |
| Expense                  | 03/19/2025 | One Legal/Court Fees              | 1.00 | \$23.44            | \$23.44     |
| Expense                  | 04/11/2025 | FedEx                             | 1.00 | \$37.80            | \$37.80     |
| Expense                  | 05/05/2025 | One Legal/Court Fees              | 1.00 | \$23.44            | \$23.44     |
| Expense                  | 07/14/2025 | One legal filing charge           | 1.00 | \$86.42            | \$86.42     |
| Expense                  | 07/14/2025 | One legal charge                  | 1.00 | \$87.76            | \$87.76     |
| Expense                  | 08/27/2025 | One legal filing charge           | 1.00 | \$23.44            | \$23.44     |
| Expense                  | 08/27/2025 | One legal charge                  | 1.00 | \$61.95            | \$61.95     |
| Expense                  | 09/10/2025 | One legal filing charge           | 1.00 | \$23.44            | \$23.44     |
| Expense                  | 09/11/2025 | One legal charge                  | 1.00 | \$61.95            | \$61.95     |
| Expense                  | 01/08/2026 | Filing fee - motion               | 1.00 | \$60.00            | \$60.00     |
| <b>Expenses Subtotal</b> |            |                                   |      | <b>\$23,949.03</b> |             |

| <b>Time Keeper</b> | <b>Quantity</b> | <b>Rate</b> | <b>Total</b> |
|--------------------|-----------------|-------------|--------------|
| AJ Bhowmik         | 13.0            | \$895.00    | \$11,635.00  |
| Scott Blumenthal   | 21.6            | \$450.00    | \$9,720.00   |
| Nicholas De Blouw  | 40.0            | \$850.00    | \$34,000.00  |
| Ricardo Ehmann     | 17.6            | \$675.00    | \$11,880.00  |
| Jeffrey Herman     | 42.3            | \$750.00    | \$31,725.00  |
| Trevor Moran       | 42.7            | \$450.00    | \$19,215.00  |

|                       |      |          |                     |
|-----------------------|------|----------|---------------------|
| Kyle Nordrehaug       | 31.2 | \$950.00 | \$29,640.00         |
| Sergio Puche          | 25.4 | \$675.00 | \$17,145.00         |
| Heather Drosi         | 14.6 | \$250.00 | \$3,650.00          |
| <b>Quantity Total</b> |      |          | <b>248.4</b>        |
| <b>Subtotal</b>       |      |          | <b>\$192,559.03</b> |
| <b>Total</b>          |      |          | <b>\$192,559.03</b> |

## Detailed Statement of Account

### Current Invoice

| Invoice Number                  | Due On     | Amount Due   | Payments Received | Balance Due         |
|---------------------------------|------------|--------------|-------------------|---------------------|
| 1                               | 02/07/2026 | \$192,559.03 | \$0.00            | \$192,559.03        |
| <b>Outstanding Balance</b>      |            |              |                   | <b>\$192,559.03</b> |
| <b>Total Amount Outstanding</b> |            |              |                   | <b>\$192,559.03</b> |

Please make all amounts payable to: Blumenthal Nordrehaug Bhowmik DeBlouw LLP

Please pay within 30 days.

**EXHIBIT #4**

# LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
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|                  |                      |                         | Years Out of Law School * |       |       |       |        |
|------------------|----------------------|-------------------------|---------------------------|-------|-------|-------|--------|
| Year             | Adjustmt<br>Factor** | Paralegal/<br>Law Clerk | 1-3                       | 4-7   | 8-10  | 11-19 | 20 +   |
| 6/01/24- 5/31/25 | 1.080182             | \$258                   | \$473                     | \$581 | \$839 | \$948 | \$1141 |
| 6/01/23- 5/31/24 | 1.059295             | \$239                   | \$437                     | \$538 | \$777 | \$878 | \$1057 |
| 6/01/22- 5/31/23 | 1.085091             | \$225                   | \$413                     | \$508 | \$733 | \$829 | \$997  |
| 6/01/21- 5/31/22 | 1.006053             | \$208                   | \$381                     | \$468 | \$676 | \$764 | \$919  |
| 6/01/20- 5/31/21 | 1.015894             | \$206                   | \$378                     | \$465 | \$672 | \$759 | \$914  |
| 6/01/19- 5/31/20 | 1.0049               | \$203                   | \$372                     | \$458 | \$661 | \$747 | \$899  |
| 6/01/18- 5/31/19 | 1.0350               | \$202                   | \$371                     | \$455 | \$658 | \$742 | \$894  |
| 6/01/17- 5/31/18 | 1.0463               | \$196                   | \$359                     | \$440 | \$636 | \$717 | \$864  |
| 6/01/16- 5/31/17 | 1.0369               | \$187                   | \$343                     | \$421 | \$608 | \$685 | \$826  |
| 6/01/15- 5/31/16 | 1.0089               | \$180                   | \$331                     | \$406 | \$586 | \$661 | \$796  |
| 6/01/14- 5/31/15 | 1.0235               | \$179                   | \$328                     | \$402 | \$581 | \$655 | \$789  |
| 6/01/13- 5/31/14 | 1.0244               | \$175                   | \$320                     | \$393 | \$567 | \$640 | \$771  |
| 6/01/12- 5/31/13 | 1.0258               | \$170                   | \$312                     | \$383 | \$554 | \$625 | \$753  |
| 6/01/11- 5/31/12 | 1.0352               | \$166                   | \$305                     | \$374 | \$540 | \$609 | \$734  |
| 6/01/10- 5/31/11 | 1.0337               | \$161                   | \$294                     | \$361 | \$522 | \$589 | \$709  |
| 6/01/09- 5/31/10 | 1.0220               | \$155                   | \$285                     | \$349 | \$505 | \$569 | \$686  |
| 6/01/08- 5/31/09 | 1.0399               | \$152                   | \$279                     | \$342 | \$494 | \$557 | \$671  |
| 6/01/07-5/31/08  | 1.0516               | \$146                   | \$268                     | \$329 | \$475 | \$536 | \$645  |
| 6/01/06-5/31/07  | 1.0256               | \$139                   | \$255                     | \$313 | \$452 | \$509 | \$614  |
| 6/1/05-5/31/06   | 1.0427               | \$136                   | \$249                     | \$305 | \$441 | \$497 | \$598  |
| 6/1/04-5/31/05   | 1.0455               | \$130                   | \$239                     | \$293 | \$423 | \$476 | \$574  |
| 6/1/03-6/1/04    | 1.0507               | \$124                   | \$228                     | \$280 | \$405 | \$456 | \$549  |
| 6/1/02-5/31/03   | 1.0727               | \$118                   | \$217                     | \$267 | \$385 | \$434 | \$522  |
| 6/1/01-5/31/02   | 1.0407               | \$110                   | \$203                     | \$249 | \$359 | \$404 | \$487  |
| 6/1/00-5/31/01   | 1.0529               | \$106                   | \$195                     | \$239 | \$345 | \$388 | \$468  |
| 6/1/99-5/31/00   | 1.0491               | \$101                   | \$185                     | \$227 | \$328 | \$369 | \$444  |
| 6/1/98-5/31/99   | 1.0439               | \$96                    | \$176                     | \$216 | \$312 | \$352 | \$424  |
| 6/1/97-5/31/98   | 1.0419               | \$92                    | \$169                     | \$207 | \$299 | \$337 | \$406  |
| 6/1/96-5/31/97   | 1.0396               | \$88                    | \$162                     | \$198 | \$287 | \$323 | \$389  |

|                |        |      |       |       |       |       |       |
|----------------|--------|------|-------|-------|-------|-------|-------|
| 6/1/95-5/31/96 | 1.032  | \$85 | \$155 | \$191 | \$276 | \$311 | \$375 |
| 6/1/94-5/31/95 | 1.0237 | \$82 | \$151 | \$185 | \$267 | \$301 | \$363 |

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

\*  $i_{\frac{1}{2}}$ Years Out of Law School  $i_{\frac{1}{2}}$  is calculated from June 1 of each year, when most law students graduate.  $i_{\frac{1}{2}}1-3$ " includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1).  $i_{\frac{1}{2}}4-7$ " applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier  $i_{\frac{1}{2}}1-3$ " from June 1, 1996 until May 31, 1999, would move into tier  $i_{\frac{1}{2}}4-7$ " on June 1, 1999, and tier  $i_{\frac{1}{2}}8-10$ " on June 1, 2003.

\*\* The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

**EXHIBIT #5**

**BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)

Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

Jeffrey S. Herman (State Bar #280058)

Sergio Julian Puche (State Bar #289437)

Trevor G. Moran (State Bar #330394)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858)551-1223

Facsimile: (858) 551-1232

Website: [www.bamlawca.com](http://www.bamlawca.com)

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF LOS ANGELES**

MARLIN MEJIA, BASILIA KONDE, and  
GULALAY OMARZAY, individuals, on  
behalf of themselves and on behalf of all  
persons similarly situated,

Plaintiffs,

v.

CHICO'S FAS, INC., a Corporation; and  
DOES 1 through 50, inclusive,

Defendants.

**Case No. 23TRCV03862**

**DECLARATION OF MARLIN MEJIA IN  
SUPPORT OF MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
SETTLEMENT**

Hearing Date:

Hearing Time:

Judge: Hon. Douglas W. Stern

Dept: B

Action Filed: November 22, 2023

1 I, Marlin Mejia, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the above-  
3 entitled matter. I submit this declaration in support of the Motion for Preliminary Approval of Class  
4 Settlement and in support of my application for a class representative service award.

5 2. I have personal knowledge of all the facts stated herein. I could and would competently  
6 testify under oath to these facts in court if requested to do so.

7 3. I have worked for Defendant Chico's FAS, Inc. ("Chico's") in California since March of  
8 2023, and during that time period I have been classified by Chico's as a non-exempt employee.

9 4. I retained my attorneys who are experienced in both class action and PAGA representative  
10 action litigation and claims against employers for violations of the California Labor Code. I have  
11 no personal relationship or family ties to my attorneys or any officer of the Court. I am not aware  
12 of having any actual or potential conflicts of interest with another class member in this case. I am  
13 not aware of any other pending matter or action asserting claims that will be extinguished or  
14 adversely affected by this settlement.

15 5. I decided to file this class action lawsuit and be a plaintiff/class representative because I felt  
16 that my legal rights as an employee and others like me were violated. For example, I was frequently  
17 forced to work off the clock, as there were often delays in clocking in for the work day, and Chico's  
18 did not allow employees to clock in until their start time. Additionally, I rarely received compliant  
19 meal and rest breaks which were often late, short or missed entirely, and was not always paid the  
20 break penalties I was entitled to. Further, I was not properly reimbursed for required business  
21 expenses, including the use of my personal cell phone.

22 6. I spoke to my attorneys several times and discussed how Chico's implemented its company  
23 policies and procedures. I also assisted my attorneys in their investigation into my claims by  
24 providing them documents and answering their questions. I reviewed the complaint before it was  
25 filed and was given access to an electronic file sharing program that alerted me via email when  
26 important documents were filed so that I could review them and keep up with the developments in  
27 the case which I understood was one of my duties as a class representative. I could also access court  
28 filings from this case on my attorney's law firm website. Also, I was informed that Chico's had the

1 right to take my deposition, and that the preparation and deposition itself could take multiple days.  
2 Although my deposition was not taken, I feel I would have been adequately prepared and  
3 comfortable to give testimony on my experiences.

4 7. Even though this action is in the process of settling, I was and remain prepared to perform  
5 all the duties of a class representative. I understand that as a class representative I have assumed a  
6 fiduciary responsibility to prosecute this class action on behalf of the absent class members. I have  
7 understood that as a fiduciary, I have a duty to prosecute this action for the benefit of the class  
8 members and surrender any right to compromise the group action for an individual gain.

9 8. I understood that being a plaintiff/class representative in this case meant that I was seeking  
10 damages not only for myself but also other current and/or former non-exempt employees working  
11 for Chico's in California who make up the class. I felt that these individuals were not aware of their  
12 labor law rights and even if they were they would probably be apprehensive about speaking up or  
13 even simply because of the time, effort and risk involved in filing a class action lawsuit.

14 9. I understood that being a part of this lawsuit involved risks. For example, my attorneys  
15 explained to me that if the case went to trial and we lost, I could be held responsible to pay for all  
16 or part of the attorney fees and costs paid by Chico's to defend this lawsuit. Also, I knew there was  
17 a risk that future employers, if they ever find out about this lawsuit, could hold it against me or  
18 downgrade me as a potential hire. As one of the named Plaintiffs in this case it would not be difficult  
19 for a future employer to become aware that I sued a former employer for labor law violations.  
20 Ultimately, I decided these risks were worth it and decided to fight for my rights and the rights of  
21 others regardless of the risks, time and effort I spent on this case.

22 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also kept up  
23 to date on important developments by reviewing court filings that were made available to me  
24 electronically as I described above.

25 11. A mediation took place on October 16, 2024, with Tripper Ortman, a well-respected and  
26 experienced mediator of wage and hour class actions. After the mediation the parties were able to  
27 come to an agreement to settle the action. I communicated with my attorneys regarding the terms  
28 of the settlement which was reached between the parties and understood that I was representing

1 absent class members and therefore wanted the best possible result to be obtained for the class  
2 members and I believe a very positive result was in fact achieved via settlement. I also closely  
3 reviewed and signed the Settlement Agreement.

4 12. I have been actively involved with this lawsuit performing the duties described above.  
5 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court  
6 filings and spent a significant amount of time on the issues presented during the lawsuit and in the  
7 settlement process. I estimate that I spent approximately 30-40 hours working on this case up until  
8 this point. I believe I have been diligent and have done what is expected of a named plaintiff and a  
9 proposed class representative to date, and will continue to do so. I have and always will maintain  
10 the best interest of the class members.

11 13. My attorneys explained to me that the settlement process involves a two-step review by the  
12 Court to determine whether the settlement is fair before approving the settlement. I know this  
13 process also involves notifying all class members of the settlement terms and of their rights to make  
14 a claim for their settlement share, to opt out of the settlement or to object to the settlement.

15 14. I believe I did the right thing by filing this case on behalf of the class members who, subject  
16 to court approval, are in line to receive monetary payments as a result of this case and settlement.  
17 This is money they may never have ever gotten if I did not pursue this action on their behalf. I feel  
18 significant personal satisfaction to know that I played a role in the class members being entitled to  
19 monetary payments as a result of the filing of this lawsuit. I also believe that the requested class  
20 representative service award of \$10,000 from the settlement is fair compensation for the work I  
21 performed and the risks I undertook.

22 15. As part of the settlement, it was necessary for me to sign a general release of claims I may  
23 have against Chico's. I believe the class representative service payment I have requested provides  
24 me with some compensation for this agreed release.

25 16. In light of all the time and effort I have spent on this case, the risk I undertook by suing a  
26 former employer, the exposure to being responsible for paying Chico's costs in the event we did  
27 not win the case, the reputational risk that future employers may hold this lawsuit against me, the  
28

1 general release and in light of the size of the settlement, I believe the request for \$10,000 as a class  
2 representative service payment is fair and reasonable.

3 I declare under penalty of perjury under the laws of the State of California that the foregoing is  
4 true and correct.

5 Executed on 04/08/2025, at Seaside, CA.  
6 (city, state)

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8   
9 Marlin L. Mejia (Apr 8, 2025 14:54 PDT)  
10 Marlin Mejia  
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**EXHIBIT #6**

**BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)

Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

Jeffrey S. Herman (State Bar #280058)

Sergio Julian Puche (State Bar #289437)

Trevor G. Moran (State Bar #330394)

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Telephone: (858)551-1223

Facsimile: (858) 551-1232

Website: [www.bamlawca.com](http://www.bamlawca.com)

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF LOS ANGELES**

MARLIN MEJIA, BASILIA KONDE, and  
GULALAY OMARZAY, individuals, on  
behalf of themselves and on behalf of all  
persons similarly situated,

Plaintiffs,

v.

CHICO'S FAS, INC., a Corporation; and  
DOES 1 through 50, inclusive,

Defendants.

**Case No. 23TRCV03862**

**DECLARATION OF BASILIA KONDE IN  
SUPPORT OF MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
SETTLEMENT**

Hearing Date:

Hearing Time:

Judge: Hon. Douglas W. Stern

Dept: B

Action Filed: November 22, 2023

1 I, Basilia Konde, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the above-  
3 entitled matter. I submit this declaration in support of the Motion for Preliminary Approval of Class  
4 Settlement and in support of my application for a class representative service award.

5 2. I have personal knowledge of all the facts stated herein. I could and would competently  
6 testify under oath to these facts in court if requested to do so.

7 3. I worked for Defendant Chico's FAS, Inc. ("Chico's") in California from July of 2023 to  
8 February of 2024, and during that time period I was classified by Chico's as a non-exempt  
9 employee.

10 4. I retained my attorneys who are experienced in both class action and PAGA representative  
11 action litigation and claims against employers for violations of the California Labor Code. I have  
12 no personal relationship or family ties to my attorneys or any officer of the Court. I am not aware  
13 of having any actual or potential conflicts of interest with another class member in this case. I am  
14 not aware of any other pending matter or action asserting claims that will be extinguished or  
15 adversely affected by this settlement.

16 5. I decided to file this class action lawsuit and be a plaintiff/class representative because I felt  
17 that my legal rights as an employee and others like me were violated. For example, I was frequently  
18 forced to work off the clock, as there were often delays in clocking in for the work day, and Chico's  
19 did not allow employees to clock in until their start time. Additionally, I rarely received compliant  
20 meal and rest breaks which were often late, short or missed entirely, and was not always paid the  
21 break penalties I was entitled to. Further, I was not properly reimbursed for required business  
22 expenses, including the use of my personal cell phone.

23 6. I spoke to my attorneys several times and discussed how Chico's implemented its company  
24 policies and procedures. I also assisted my attorneys in their investigation into my claims by  
25 providing them documents and answering their questions. I reviewed the complaint before it was  
26 filed and was given access to an electronic file sharing program that alerted me via email when  
27 important documents were filed so that I could review them and keep up with the developments in  
28 the case which I understood was one of my duties as a class representative. I could also access court

1 filings from this case on my attorney's law firm website. Also, I was informed that Chico's had the  
2 right to take my deposition, and that the preparation and deposition itself could take multiple days.  
3 Although my deposition was not taken, I feel I would have been adequately prepared and  
4 comfortable to give testimony on my experiences.

5 7. Even though this action is in the process of settling, I was and remain prepared to perform  
6 all the duties of a class representative. I understand that as a class representative I have assumed a  
7 fiduciary responsibility to prosecute this class action on behalf of the absent class members. I have  
8 understood that as a fiduciary, I have a duty to prosecute this action for the benefit of the class  
9 members and surrender any right to compromise the group action for an individual gain.

10 8. I understood that being a plaintiff/class representative in this case meant that I was seeking  
11 damages not only for myself but also other current and/or former non-exempt employees working  
12 for Chico's in California who make up the class. I felt that these individuals were not aware of their  
13 labor law rights and even if they were they would probably be apprehensive about speaking up or  
14 even simply because of the time, effort and risk involved in filing a class action lawsuit.

15 9. I understood that being a part of this lawsuit involved risks. For example, my attorneys  
16 explained to me that if the case went to trial and we lost, I could be held responsible to pay for all  
17 or part of the attorney fees and costs paid by Chico's to defend this lawsuit. Also, I knew there was  
18 a risk that future employers, if they ever find out about this lawsuit, could hold it against me or  
19 downgrade me as a potential hire. As one of the named Plaintiffs in this case it would not be difficult  
20 for a future employer to become aware that I sued a former employer for labor law violations.  
21 Ultimately, I decided these risks were worth it and decided to fight for my rights and the rights of  
22 others regardless of the risks, time and effort I spent on this case.

23 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also kept up  
24 to date on important developments by reviewing court filings that were made available to me  
25 electronically as I described above.

26 11. A mediation took place on October 16, 2024, with Tripper Ortman, a well-respected and  
27 experienced mediator of wage and hour class actions. After the mediation the parties were able to  
28 come to an agreement to settle the action. I communicated with my attorneys regarding the terms

1 of the settlement which was reached between the parties and understood that I was representing  
2 absent class members and therefore wanted the best possible result to be obtained for the class  
3 members and I believe a very positive result was in fact achieved via settlement. I also closely  
4 reviewed and signed the Settlement Agreement.

5 12. I have been actively involved with this lawsuit performing the duties described above.  
6 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court  
7 filings and spent a significant amount of time on the issues presented during the lawsuit and in the  
8 settlement process. I estimate that I spent approximately 30-40 hours working on this case up until  
9 this point. I believe I have been diligent and have done what is expected of a named plaintiff and a  
10 proposed class representative to date, and will continue to do so. I have and always will maintain  
11 the best interest of the class members.

12 13. My attorneys explained to me that the settlement process involves a two-step review by the  
13 Court to determine whether the settlement is fair before approving the settlement. I know this  
14 process also involves notifying all class members of the settlement terms and of their rights to make  
15 a claim for their settlement share, to opt out of the settlement or to object to the settlement.

16 14. I believe I did the right thing by filing this case on behalf of the class members who, subject  
17 to court approval, are in line to receive monetary payments as a result of this case and settlement.  
18 This is money they may never have ever gotten if I did not pursue this action on their behalf. I feel  
19 significant personal satisfaction to know that I played a role in the class members being entitled to  
20 monetary payments as a result of the filing of this lawsuit. I also believe that the requested class  
21 representative service award of \$10,000 from the settlement is fair compensation for the work I  
22 performed and the risks I undertook.

23 15. As part of the settlement, it was necessary for me to sign a general release of claims I may  
24 have against Chico's. I believe the class representative service payment I have requested provides  
25 me with some compensation for this agreed release.

26 16. In light of all the time and effort I have spent on this case, the risk I undertook by suing a  
27 former employer, the exposure to being responsible for paying Chico's costs in the event we did  
28 not win the case, the reputational risk that future employers may hold this lawsuit against me, the

1 general release and in light of the size of the settlement, I believe the request for \$10,000 as a class  
2 representative service payment is fair and reasonable.

3 I declare under penalty of perjury under the laws of the State of California that the foregoing is  
4 true and correct.

5 Executed on 04/04/2025, at San Jose, CA  
6 (city, state)

7   
8 Basilia konde Apr 4, 2025 06:49 PDT  
9 Basilia Konde

**EXHIBIT #7**

**BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF LOS ANGELES**

MARLIN MEJIA, BASILIA KONDE, and  
GULALAY OMARZAY, individuals, on  
behalf of themselves and on behalf of all  
persons similarly situated,

Plaintiffs,

v.

CHICO'S FAS, INC., a Corporation; and  
DOES 1 through 50, inclusive,

Defendants.

**Case No. 23TRCV03862**

**DECLARATION OF GULALAY  
OMARZAY IN SUPPORT OF MOTION  
FOR PRELIMINARY APPROVAL OF  
CLASS SETTLEMENT**

Hearing Date:

Hearing Time:

Judge: Hon. Douglas W. Stern

Dept: B

Action Filed: November 22, 2023

1 I, Gulalay Omarzay, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the above-  
3 entitled matter. I submit this declaration in support of the Motion for Preliminary Approval of Class  
4 Settlement and in support of my application for a class representative service award.

5 2. I have personal knowledge of all the facts stated herein. I could and would competently  
6 testify under oath to these facts in court if requested to do so.

7 3. I have worked for Defendant Chico's FAS, Inc. ("Chico's") in California since July of 2023,  
8 and during that time period I have been classified by Chico's as a non-exempt employee.

9 4. I retained my attorneys who are experienced in both class action and PAGA representative  
10 action litigation and claims against employers for violations of the California Labor Code. I have  
11 no personal relationship or family ties to my attorneys or any officer of the Court. I am not aware  
12 of having any actual or potential conflicts of interest with another class member in this case. I am  
13 not aware of any other pending matter or action asserting claims that will be extinguished or  
14 adversely affected by this settlement.

15 5. I decided to file this class action lawsuit and be a plaintiff/class representative because I felt  
16 that my legal rights as an employee and others like me were violated. For example, I was frequently  
17 forced to work off the clock, as there were often delays in clocking in for the work day, and Chico's  
18 did not allow employees to clock in until their start time. Additionally, I rarely received compliant  
19 meal and rest breaks which were often late, short or missed entirely, and was not always paid the  
20 break penalties I was entitled to. Further, I was not properly reimbursed for required business  
21 expenses, including the use of my personal cell phone.

22 6. I spoke to my attorneys several times and discussed how Chico's implemented its company  
23 policies and procedures. I also assisted my attorneys in their investigation into my claims by  
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17 a risk that future employers, if they ever find out about this lawsuit, could hold it against me or  
18 downgrade me as a potential hire. As one of the named Plaintiffs in this case it would not be difficult  
19 for a future employer to become aware that I sued a former employer for labor law violations.  
20 Ultimately, I decided these risks were worth it and decided to fight for my rights and the rights of  
21 others regardless of the risks, time and effort I spent on this case.

22 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also kept up  
23 to date on important developments by reviewing court filings that were made available to me  
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27 come to an agreement to settle the action. I communicated with my attorneys regarding the terms  
28 of the settlement which was reached between the parties and understood that I was representing

absent class members and therefore wanted the best possible result to be obtained for the class members and I believe a very positive result was in fact achieved via settlement. I also closely reviewed and signed the Settlement Agreement.

12. I have been actively involved with this lawsuit performing the duties described above. Although I did not keep time records, I was in regular contact with my attorneys, reviewed court filings and spent a significant amount of time on the issues presented during the lawsuit and in the settlement process. I estimate that I spent approximately 30-40 hours working on this case up until this point. I believe I have been diligent and have done what is expected of a named plaintiff and a proposed class representative to date, and will continue to do so. I have and always will maintain the best interest of the class members.

13. My attorneys explained to me that the settlement process involves a two-step review by the Court to determine whether the settlement is fair before approving the settlement. I know this process also involves notifying all class members of the settlement terms and of their rights to make a claim for their settlement share, to opt out of the settlement or to object to the settlement.

14. I believe I did the right thing by filing this case on behalf of the class members who, subject to court approval, are in line to receive monetary payments as a result of this case and settlement. This is money they may never have ever gotten if I did not pursue this action on their behalf. I feel significant personal satisfaction to know that I played a role in the class members being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that the requested class representative service award of \$10,000 from the settlement is fair compensation for the work I performed and the risks I undertook.

15. As part of the settlement, it was necessary for me to sign a general release of claims I may have against Chico's. I believe the class representative service payment I have requested provides me with some compensation for this agreed release.

16. In light of all the time and effort I have spent on this case, the risk I undertook by suing a former employer, the exposure to being responsible for paying Chico's costs in the event we did not win the case, the reputational risk that future employers may hold this lawsuit against me, the

1 general release and in light of the size of the settlement, I believe the request for \$10,000 as a class  
2 representative service payment is fair and reasonable.

3 I declare under penalty of perjury under the laws of the State of California that the foregoing is  
4 true and correct.

5 Executed on 04 / 07 / 2025, at Santa clara California  
6 (city, state)  
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9 Gulalay Omarzay  
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